

REQUEST FOR PROPOSALS



Howard County, Maryland
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

RFP No. 03-2016

OUTPATIENT SUBSTANCE USE DISORDER COUNSELING

OPENING: December 9, 2015

**PRE-PROPOSAL CONFERENCE: November 17, 2015 at
8:00 A.M.**

BUYER: Ina Caplan, C.P.M.
PHONE: 410-313-6381
EMAIL: icaplan@howardcountymd.gov



Formal RFPs and RFPs Results are available on the Website:
www.howardcountymd.gov/purchasing

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY
IF ANY OF THE ABOVE SECTIONS ARE NOT ENCLOSED IN THIS DOCUMENT.**

SECTION A**KEY INFORMATION SUMMARY**

RFP Number:	RFP-03-2016
RFP Name:	Outpatient Substance Use Disorder Counseling
Issue Date:	November 6, 2015
Buyer:	Ina B. Caplan, C.P.M. icaplan@howardcountymd.gov 410-313-6381
Pre-Proposal Date:	November 17, 2015 at 8:00 A.M.
Pre-Proposal Location and Registration:	Office of Purchasing 6751 Columbia Gateway Drive, Ste. 501 Columbia, Maryland 21046 Please register by contacting Alexandria Shaw at aeshaw@howardcountymd.gov
Questions Due and to Whom:	Questions due no later than 12:00 P.M., November 20, 2015. Submit questions to: Ina Caplan at icaplan@howardcountymd.gov Questions must be submitted to the Buyer at the email address listed above.
Proposal Due:	December 9, 2015 at 11:00 A.M.
Mail/Deliver Proposals to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370 PLEASE REMEMBER THAT TECHNICAL AND PRICE PROPOSALS ARE TO BE PLACED IN <u>SEPARATE</u> SEALED ENVELOPES.
Agreement Term:	One year with 4 one- year renewal options
Bid Deposit/ Performance Bond:	N/A
EBO Subcontracting Participation:	10%

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-3694.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to visit the Office of Purchasing web site for updates to solicitations. www.howardcountymd.gov/purchasing

SECTION B**PURCHASE ORDER TERMS AND CONDITIONS**

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
 - 6.1 Contractor's name;
 - 6.2 Address;
 - 6.3 Federal tax identification number;
 - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXXXX);
 - 6.5 Purchase Order number (the first digit is 2XXXXXXXXXX);
 - 6.6 Contract line number, if applicable;
 - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
 - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
 - 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
 - 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to indemnify and hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.

- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
- 19.2 Property and Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatsoever.
- 19.3 Injury to Contractor's Personnel: The Contractor understands and agrees that they are the sole employer of all persons employed by Contractor to perform services under this Purchase Order and agrees on behalf of itself and its workers' compensation insurer that the County is not a dual employer of such personnel. If Contractor is hiring independent contractors or subcontractors to perform services under this Purchase Order, Contractor shall assure that all such persons are properly covered under Maryland workers' compensation law and will indemnify, save harmless and defend the County from all workers' compensation claims filed by such persons against the County.
- 19.4 Workers' Compensation Insurance: During the term of this Purchase Order, the Contractor will provide workers' compensation insurance in compliance with Maryland law for its employees and shall be responsible to verify workers' compensation coverage for all independent contractors and subcontractors. Contractor shall indemnify the County for any uninsured losses relating to contractual services under this Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, gender identity/expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

SECTION C

GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Buyer – The County's Purchasing Representative for the resulting Agreement
- 1.4 Agreement – The Request for Proposal documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- 1.5 County – Howard County, Maryland
- 1.6 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.7 Contractor – Any offeror; most often the successful offeror
- 1.8 Designee – Specifically appointed alternate signatory or decision maker
- 1.9 Equal Business Opportunity (EBO) – The County's minority business enterprise program
- 1.10 Issuing Office – The Howard County Office of Purchasing
- 1.11 Offeror – Any entity that submits a response to this solicitation
- 1.12 Proposal – All information submitted by the Contractor in response to this solicitation
- 1.13 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.14 Request for Proposal (RFP) – All documents identified in the Table of Contents, including any addenda
- 1.15 Solicitation – The Request for Proposal
- 1.16 User Agency – County department or office for which goods and/or services are being purchased

2 BID DEPOSIT:

- 2.1 When deemed necessary, a bid deposit may be required. This requirement is described in Section E of this solicitation. Such bid deposits shall be in the amount deemed adequate by the County. The deposit shall be a certified check, cashier's check, or treasurer's check drawn upon a solvent clearing house bank, or a bid bond issued by an insurance company licensed to do business in Maryland made payable to Director of Finance, Howard County, Maryland. A combination of certified check and bid bonds is not an acceptable response to the bid deposit requirement.
- 2.2 Bid deposits in the form of certified checks will be returned to the unsuccessful bidders upon the award of the Agreement(s), and to the successful bidder(s) upon execution of the Agreement(s) and the meeting of bond requirements, if applicable.
- 2.3 The successful bidder's failure to execute the Agreement or meet bond requirements within ten working days after the award shall result in the deposit being forfeited to the County as liquidated damages.

3 RESERVATIONS:

- 3.1 The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's or Designee's reasoned judgment, the public interest will be served thereby.
- 3.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 3.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.

- 3.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.
- 3.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 3.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.
- 4 PERIOD OF VALIDITY: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.
- 5 DELIVERY:
 - 5.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
 - 5.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the price offered, unless otherwise stated in the solicitation.
 - 5.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
 - 5.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.
- 6 GOVERNING LAW:
 - 6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
 - 6.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- 7 PROTEST: Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.
- 8 DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.

- 9 **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 10 **CASH DISCOUNTS:** If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 11 **UNIT PRICES:** Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 12 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 14 **MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1184 or Toll Free 888-246-5941.
- 15 **AVAILABILITY OF FUNDS:** The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 16 **INTEGRATION AND MODIFICATION:** This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 17 **NON-ASSIGNMENT OF AGREEMENT:** Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- 18 **AGREEMENT:**
- 18.1 The County and Contractor must execute an Agreement and Lease Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to expedite this process, a sample standard Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's standard Agreement (Exhibit I) must be noted in the proposal to be considered during evaluation. Exceptions to the County's standard Agreements may result in rejection of the proposal.

- 18.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare Agreements specific to this solicitation for execution by the successful Contractor.

19 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

- 19.1 The County operates under a public information law, which permits access to most records and documents.
- 19.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

20 COOPERATIVE PURCHASE:

- 20.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, schools districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
- 20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

21 AWARD NOTIFICATION:

- 21.1 Award notification will be by U.S. Mail, e-mail or fax or a combination thereof.
- 21.2 The awarded Contractor(s) will be required to return a Insurance Certificate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured, the executed Agreement* the completed EBO Schedule of Participation and the Maryland Registration Certificate of Good Standing.

*** As Offerors have had an opportunity to note Exceptions to the Agreement with their proposal submission, it is anticipated that execution of the Agreements will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT, EXHIBIT I PRIOR TO SUBMISSION OF YOUR PROPOSAL.**

22 TERMINATION:

- 22.1 Termination for Convenience: The County may terminate this contract, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 22.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be

considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

SECTION D

SPECIFICATIONS

- 1 BACKGROUND: The Howard County Health Department ("The County") currently provides substance use disorder treatment to approximately 1,000 patients per year in various levels of care. The County plans to begin outsourcing some of these services to expand the network of substance use disorder treatment providers within the County.
- 2 STATEMENT OF WORK: The County seeks qualified Contractors (the "Contractor"), to provide outpatient substance use disorder treatment to residents of the County who qualify to receive the established sliding fee scale rates for services.
- 3 Contractor Requirements:
 - 3.1 The Contractor shall provide an outpatient facility(s) location using one of the following:

Option One: Facility(s) location within Howard County, Maryland (documentation of location from Mapquest to be submitted with proposal response). The facility must be operational at the time of award.

Or

Option Two: Facility located at the County Health Department, 8930 Stanford Blvd., Columbia, Maryland. Use of County government space shall be provided free of charge. Private office space, along with office furniture shall be provided. The Contractor shall be required to sign a County Agreement (Exhibit I, sample attached). In addition, a separate lease agreement, including additional insurance requirements, shall be negotiated and executed upon award of the Contract. The Contractor's Services shall commence within two weeks of execution of the County's Agreement and Lease Agreement.
 - 3.2 The Contractor is responsible for knowledge of pertinent regulations and revisions to regulations by governing authorities and shall comply with such revised regulations.
 - 3.2.1 The Contractor shall comply with all requirements and conditions set forth in the Code of Maryland Regulations (COMAR 10.47).
 - 3.2.2 The Contractor shall comply with all state and federal laws regarding confidentiality of client records (e.g., Health Insurance Portability and Accountability Act, "HIPAA"), Code of Federal Regulations (CFR) 42 Part 2, and any other state or federal guidelines that may apply).
 - 3.2.3 The Contractor shall comply with the Maryland Department of Health and Mental Hygiene/Behavioral Health Administration (DHMH/BHA) Substance Related Disorders (Treatment, Prevention, and Recovery Services) Conditions Of Grant Award Fiscal Year 2016 and future modifications. (See Exhibit III for DHMH/BHA Conditions of Grant Award and Exhibit IV Attachment B, Behavioral Health Administration Substance Related Disorders Conditions of Grant Award.)
 - 3.2.4 The Contractor shall comply with The Code of Federal Regulations (CFR) 42 440.130, which states that, "Rehabilitation services includes any medical or remedial services recommended by a physician or licensed practitioner of the healing arts, within the scope of practice under State law, for maximum reduction of physical or mental disability and restoration of a recipient to his best possible functional level." See Exhibit 5 (Licensure Requirements). To comply with this regulation a licensed practitioner must create or review, approve, and sign the assessment and treatment plan.
 - 3.2.5 The Contractor shall comply with the procedures listed in DHMH's Human Services Agreement Manual. This manual specifies administration and fiscal policy for grants/contracts, cost reimbursement contracts, grant-in-aid and purchase of services

contracts for human services funding which are made by the DHMH and which are processed through the Division of Program Cost and Analysis.

- 3.2.6 The Contractor shall comply with Charitable Choice Regulations and Notice Regarding Program Beneficiaries' Rights to Alternative Services from Non-Religious Providers. See Exhibit VI.
- 3.2.7 The Contractor shall adhere to accepted ethical and behavioral standards of conduct and participate in continuing professional development by adhering to applicable Health Occupations Article Title 17 Professional Counselors and Therapists, COMAR Board of Professional Counselors and Therapists 10.58, Health Occupations Article Title 19 Social Workers, and COMAR Board of Social Work Examiners 10.42.
- 3.3 The Contractor shall guarantee that all services to be performed shall be of high quality, as well as using proper and accepted procedures, professional standards, and standards of care.
- 3.4 The Contractor shall conduct substance use disorder adolescent contracted programming for such areas as adult client screening, assessment, treatment, and referrals for American Society of Addiction Medicine (ASAM) Level 0.5 Early Intervention, ASAM Level I Outpatient, ASAM Level II.1 Intensive Outpatient, ASAM Level I-D Ambulatory Detoxification without Extended On-Site Monitoring, ASAM Level II-D Ambulatory Detoxification with Extended On-Site Monitoring and ASAM Level II.5 Partial Hospitalization in compliance with COMAR 10.47.
- 3.5 The Contractor shall use an assessment tool in compliance with COMAR 10.47. (Documentation of compliance shall be submitted by the Contractor with proposal response.)
- 3.6 The Contractor shall provide direct service within ten (10) working days of initial patient contact, unless otherwise specified, in compliance with COMAR 10.47.
- 3.7 The Contractor shall use current ASAM criteria to determine level of care and length of stay based on individual need and progress.
- 3.8 The Contractor shall provide admission within 24 hours for pregnant females in compliance with DHMH/ADAA Conditions of Award. See Exhibit III.
- 3.9 The Contractor shall conduct compliance monitoring consisting of both random and clinically indicated breathalyzer testing. This is a non-reimbursable service as stipulated by DHMH.
- 3.10 The Contractor shall conduct compliance monitoring of clients consisting of both random and clinically indicated urine drug screens.
- 3.11 The Contractor shall obtain written authorization/re-authorization (encrypted email/facsimile) from the County for services to be provided prior to client admission.
- 3.12 The Contractor shall create and maintain a file/record for each client authorized and document client information in accordance with accepted principles of client record management and in compliance with COMAR 10.47.
- 3.13 The Contractor shall report critical incidents to the County within twenty-four (24) hours of the incident.
- 3.14 The Contractor shall provide individual and group counseling according to best practices.
- 3.15 The Contractor shall provide case management services to coordinate client care. This is a non-reimbursable service as stipulated by DHMH.
- 3.16 The Contractor shall advocate for client services, collaborate with other disciplines involved in providing client treatment and coordinate treatment activities with all other service providers. This is a non-reimbursable service as stipulated by DHMH.
- 3.17 The Contractor shall develop individualized client person-centered planning including objectives, and interventions signed by the client and counselor and supervisor as needed for ASAM Level 0.5 Early Intervention and ASAM Level I Outpatient within seven (7) working days of the

assessment and ASAM Level II.1 Intensive Outpatient and ASAM Level II.5 Partial Hospitalization within five (5) working days in compliance with COMAR 10.47

- 3.18 The Contractor shall complete individualized client person-centered planning reviews signed by the client and counselor and supervisor as needed for ASAM Level 0.5 Early Intervention and ASAM Level I Outpatient every ninety (90) days and for ASAM Level II.1 Intensive Outpatient and ASAM Level II.5 Partial Hospitalization every thirty (30) days for in compliance with COMAR 10.47.
- 3.19 The Contractor shall make referrals to facilitate the client's use of available support systems and community resources in response to needs identified in the assessment. This is a non-reimbursable service as stipulated by DHMH.
- 3.20 The Contractor shall identify and respond to clients in crises. This is a non-reimbursable service as stipulated by DHMH if non-face to face encounter.
- 3.21 The Contractor shall include families and significant others within treatment as applicable.
- 3.22 The Contractor shall complete discharge planning in compliance with COMAR 10.47.
- 3.23 The Contractor shall introduce clients to the concept and benefit of self-help groups.
- 3.24 The Contractor shall submit status reports to the appropriate referral source as applicable (e.g., Department of Social Services, employers, and medical/mental health providers).
- 3.25 The Contractor shall submit monthly status reports to the appropriate criminal justice referral source as applicable (e.g., Pretrial, DUI/Drug Court, Parole and Probation, Drinking and Driving Monitoring Program, and any other reporting necessary).
- 3.26 The Contractor shall develop and implement a client fee assessment procedure to assess each client's ability to pay fees for program services. The Contractor shall include documentation of the client's income as part of the fee assessment procedure.
- 3.27 The Contractor shall only request grant reimbursement from the County for those clients lacking health insurance to cover provided services and those clients meeting the Medicaid income eligibility limits.
- 3.28 The Contractor shall assess every client upon admission for eligibility for Medicaid and submit and retain proof of application for this entitlement. The Contractor shall bill Medicaid for services covered by that entitlement and not request grant reimbursement for costs covered by Medicaid.
- 3.29 The Contractor shall comply with the fee reimbursement schedule for substance use disorder counseling as indicated in the RFP pricing page. Rates on the reimbursement schedule are based on the type of service being delivered. Without additional expense to the County, the Contractor shall be liable for all Federal, State, and local taxes due or payable in connection with performance of the resulting Contract.
- 3.30 The Contractor shall notify the County (within two weeks) of any changes that occur, including but not limited to, certification renewal or withdrawal, added or eliminated services, change of address or telephone number.
- 3.31 The Contractor, using the National Registry of Evidence-based Programs and Practices (NREPP) at www.nrepp.samhsa.gov, shall submit for evaluation with their proposal response, the evidence-based treatment intervention model proposed for use under this contract.
- 3.32 The Contractor shall implement Recovery Oriented Systems of Care (ROSC). ROSC is a system of care that is characterized by the following principles:
 - 3.32.1 Chronic treatment model vs. an acute treatment model of care,
 - 3.32.2 Person-centered, and
 - 3.32.3 Builds on strengths and resilience of individuals, families and communities.

- 3.33 Toxicology screenings processed by the County's contracted laboratory will be paid by the County directly to the laboratory at the County's contracted price. If the Contractor elects to use another toxicology laboratory, the Contractor shall submit an itemized invoice for authorized patients to the County. Reimbursement for toxicology screenings performed at laboratories other than the County's contracted laboratory will be limited to the laboratory's actual charge, not to exceed the current rate the County has on contract. Approved tests include Full Screen, Panel E, and Semi Quantitative. Additional and/or add-on drug screens beyond these accepted tests will be given to the County for clinical review. If clinical indication for the additional screens is not determined, payment for the additional screens will be denied. All additional and/or add-on drug screens shall be pre-approved by the County prior to ordering.
- 3.34 The Contractor shall refer clients to the County's State Care Coordination Program, as well as Access to Maryland RecoveryNet (MDRN) Services as applicable.
- 3.35 The Contractor shall allow the County to conduct an audit based on the BHA requirements. The audit shall include a review of clinical records, personnel records, and policies and procedures. Frequency of audits shall be conducted quarterly, bi-annually, or annually based on the performance/outcome of previous audits as well as change in management.
- 3.36 The Contractor shall participate in the quarterly provider meetings scheduled by the County.
- 3.37 The Contractor shall identify the major risks associated with this contract. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your contract and management plan

4 PRE-PROPOSAL CONFERENCE:

- 4.1 A pre-proposal conference will be held in the Purchasing Conference Room, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 on the date and time specified in Document A to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged. Additionally, attendance may facilitate the Contractor's understanding and ability to meet the County's Equal Business Opportunity goals as outlined in Section I.
- 4.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.
- 4.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing Alexandra Shaw, aeshaw@howardcountymd.gov and referencing this solicitation and number.
- 4.4 If there is a need for language interpretation and/or other special accommodations, please advise Alexandra Shaw, aeshaw@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.

5 INQUIRIES AND ADDENDA:

- 5.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than November 17, 2015 at 4:00 P.M.
- 5.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Purchasing website at www.howardcountymd.gov/purchasing to obtain Addenda. Addenda, when issued, must be acknowledged in the proposal by signing and returning all addenda with the proposal. Addenda must also be acknowledged in the space provided on the Technical Proposal Page.

6 CONTRACTOR'S QUALIFICATIONS:

- 6.1 The Contractor shall be a certified substance use disorder counseling provider certified by the State of Maryland/DHMH's Office of Health Care Quality (OHCQ). This includes all licenses and certifications as specified and required by COMAR 10.47. (State of Maryland license/certificate to be submitted with proposal response.)
 - 6.2 The Contractor's counselors and social workers shall be fully qualified and licensed/certified to serve in the capacity specified for each service provided. (Copies of licenses/certification of all clinical staff shall be submitted with proposal response.)
 - 6.3 The Contractor shall be willing to work toward receiving or maintaining required accreditation through bodies approved by DHMH/OHCQ, in the program(s) receiving funding from this Request for Proposal. The accreditation shall be by an approved accreditation body by the due date set by the pending COMAR 10.63. (Documentation of accreditation, if applicable, shall be submitted with proposal response.) The Contractor shall comply with COMAR 10.63 once it is approved by the State of Maryland. The County shall not maintain a contract with a Contractor that is not in compliance with COMAR 10.63.
 - 6.4 The Contractor must be engaged in substance use disorder counseling and must have been actively engaged in substance use disorder counseling for a period of not less than 3 years. The experience of owner(s) may be imputed to a newly formed company/contractor provided the owner(s) has/have at least 3 years of demonstrated experience of reliability and meets the criteria set forth herein.
 - 6.5 The Contractor shall follow substance use disorder counseling staffing qualifications per the following regulations and articles: COMAR 10.47, Annotated Code of Maryland Health Occupations Articles (e.g., Title 17, Title 19), State Licensing boards (e.g., COMAR 10.58, COMAR 10.42), and CFR 42 440.130.
 - 6.6 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Agreement.
 - 6.7 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the lowest responsive and responsible bidder. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.
- 7 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about January 15, 2016 after approval and proper execution of the Agreement documents, with a renewal option for 4 additional years in one-year increments, exercisable at the sole discretion of the County Purchasing Agent or Designee.
- 8 ESTIMATED CONTRACT VALUE: The estimated contract value group for this contract is C as defined by the schedule below:
- A - \$30,000 to \$75,000
 - B - \$75,001 to \$100,000
 - C - \$100,001 to \$250,000
 - D - 250,001 to \$500,000
 - E - \$500,001 to \$1,000,000
 - F - Over \$1,000,000

9 PRICE ADJUSTMENT:

- 9.1 Prices offered shall be firm against any increase for one year from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
- 9.2 Requests for price adjustments shall be submitted to the Issuing Office, not the User Agency.
- 9.3 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is granted, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 9.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.

10 EXCLUSIVITY:

- 10.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.
 - 10.2 Should a need arise for supplies or services which are not available in the timeframe required by the County the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.
- 11 ESTIMATED QUANTITIES: The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add/delete services on an "as needed" basis.
- 12 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
- 12.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as the Certificate Holder and an Additional Insured.
 - 12.2 Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
 - 12.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
 - 12.4 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
 - 12.5 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 60 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. "Howard County, Maryland, its

officials, employees, agents and volunteers” as Certificate Holder and as Additional Insured must be shown on the certificate.

- 12.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 12.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 12.8 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.
- 12.9 If any medical services are provided by employees or subcontractors of the Contractor, Professional Liability/Medical Malpractice coverage with limits of at least Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming, “Howard County, Maryland, its officials, employees, agents and volunteers” as the Certificate Holder and an Additional Insured in a form acceptable to the County is also required: The Contractor or subcontractor shall continue to maintain such insurance, covering incidents occurring or claims made, for a period of three years after substantial completion of the Agreement.

13 METHOD OF ORDERING:

- 13.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
- 13.2 Small purchases may also be made by the County’s procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

14 EVALUATION OF OFFERS:

- 14.1 The County intends to make one or more awards to the responsible Contractors whose proposals represent the best value to the County. The estimated annual quantities on the Proposal Sheet represent the total volume of work for all Contractors. The assignment of work shall be at the sole discretion of the County. All Contractors shall waive any claim of any Contractors against the County for extra compensation or damages arising out of assignment of work by the County.
- 14.2 Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions. The first phase will be evaluated based on the following criteria listed in descending order of importance:
 - 14.2.1 Experience and technical competence of Contractor in performing outpatient substance use disorder counseling.
 - 14.2.2 Qualifications and technical competence of Contractor based on resumes of key corporate personnel.
 - 14.2.3 Experience and technical competence of clinical staff based on resumes that include state license/certification.
 - 14.2.4 Proposed plan and approach for providing required services.
 - 14.2.5 Design and implementation of program components that incorporate evidence based treatments and best practices;

- 14.2.6 Identified risks associated with this project
- 14.2.7 Completeness of proposal.
- 14.2.8 Price.
- 14.3 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals through presentations and/or oral discussions.
- 14.4 The County may enter into negotiations with the Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at the County's sole discretion.
- 14.5 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forthrightness at the time of submission.
- 14.6 Following the submittals of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Inappropriate efforts to lobby or influence individuals, or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.
- 15 BILLING AND PAYMENT:
 - 15.1 The Contractor shall submit monthly separate invoices for each Purchase Order. Invoices shall be sent to Howard County Health Department, Bureau of Behavioral Health, 8930 Stanford Blvd, Columbia, MD 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.
 - 15.2 Each invoice shall include the following information:
 - 15.2.1 Contractor's name;
 - 15.2.2 Address;
 - 15.2.3 Phone Number
 - 15.2.4 Federal tax identification number;
 - 15.2.5 Contract number, if applicable (i.e., 44XXXXXXXXXX);
 - 15.2.6 Purchase Order number (i.e., 2XXXXXXXXXX);
 - 15.2.7 Contract line number;
 - 15.2.8 Client's Name
 - 15.2.9 Client's Date of Birth
 - 15.2.10 Dates of Services (Not date range)
 - 15.2.11 Unit price and extended price (unit price must match a contract line); and
 - 15.2.12 Description of services performed including level of care.
 - 15.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
 - 15.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.
 - 15.5 Payment shall be made upon receipt of proper invoice from Contractor and authorized by the County.
 - 15.6 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.

- 15.7 Please provide a sample invoice that complies with paragraph "Billing and Payment" with response. See Exhibit II for sample invoice.
- 15.8 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

SECTION E

SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time. **TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE, SEALED ENVELOPES.**
- 1.2 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the Issuing Office no later than the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
- 1.4 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.5 The Foreign Services Disclosure Form must accompany proposal for construction-related services, architectural services, engineering services and energy performance contract services of \$2 million or more. Section 12-111 of the Maryland State Finance and Procurement Article requires bidders to local governments to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. When applicable, the Foreign Services Disclosure form is provided in the solicitation package.
- 1.6 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in the Issuing Office in writing not later than ten days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by Addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/purchasing).
- 1.7 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.

2 PROPOSAL DOCUMENTS: Contractors shall submit one original clearly marked, and five copies of the complete proposal, to the Issuing Office no later than the opening date and time specified in Section A. Failure to return required documents may be cause for rejection of the proposal. This solicitation requires the return of the following documents:

2.1 Technical Submittal

- 2.1.1 Section F, (Technical Proposal Cover Page, Contractor's Qualification Information)
- 2.1.2 Section H, (Affidavit)
- 2.1.3 Sufficient detail that demonstrates experience and knowledge of the services to be provided that minimally includes:
 - 2.1.3.1 A brief overview of the company.
 - 2.1.3.2 An organizational chart of the company for each location if multiple locations apply.

- 2.1.3.4 Summaries of at least three contracts for which the Contractor has conducted this service during the past three years (a maximum of two pages for each summary) similar in size and scope. Include an overview of the contract, outcomes, successes, challenges, etc.
- 2.1.3.5 Identify the major risks associated with this contract. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your contract and management plans.
- 2.1.3.6 A proposed plan and approach for providing required services including the individuals who will be assigned to provide these services.
- 2.1.3.7 Submit for evaluation, using the National Registry of Evidence-based Programs and Practices (NREPP), the evidence-based treatment intervention model proposed for use under this contract.
- 2.1.3.8 Resumes of key personnel, corporate and clinical.
- 2.1.3.9 A copy of the accreditation of the outpatient facility and the organization. If not currently accredited, provide statement of intent to become accredited by the COMAR required deadline for accreditation.
- 2.1.3.10 A copy of the State of Maryland certification for your company.
- 2.1.3.11 A copy of State of Maryland licenses/certifications for all clinical staff.
- 2.1.3.12 The name and address of the testing laboratory for urinalysis, if not using County's Contractor laboratory.
- 2.1.3.13 Additional facts concerning your company that you feel are critical in evaluating your proposal.

2.2 Price Submittal

- 2.2.1 Section G, (Price Proposal Cover Page)
- 2.2.2 Section I, (Equal Business Opportunity Participation)
- 2.2.3 Section J. (Howard County Maryland's Living Wage Requirement)

- 3 **ELECTRONIC AND HARD COPIES:** Contractors should submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate version, redacted in accordance with Public Information/Proprietary/Confidential Information Section C, Paragraph 19, be added to the electronic copy.
- 4 **SAMPLE INVOICE:** Contractors are required to provide a sample invoice with the proposal response. The sample invoice shall contain the details enumerated in Section D, Paragraph 15.2.
- 5 **EXCEPTIONS:** If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal.

SECTION F

TECHNICAL PROPOSAL COVER PAGE

TITLE Outpatient Substance Use Disorder Counseling

TO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____
Street City State Zip

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

REPRESENTATIVE'S NAME: _____

(If applicable, for Agreements) Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): _____

TITLE OF COMPANY SIGNATORY (Printed): _____

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS:** _____

Is the company a Minority-, Women-, or Disabled-Owned Business Enterprise? ☐ YES ☐ NO

If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

Is the company certified? If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): _____

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)? ☐ YES ☐ NO

(The County reserves the right to request such documentation, if desired, at a later date.)

Delivery Time After Receipt of Order: _____

Delivery Terms: F.O.B. Destination, Inside Delivery.

The company will accept Visa procurement cards: ☐ Yes ☐ No

Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.

SECTION F
TECHNICAL PROPOSAL COVER PAGE

COMPANY NAME: _____

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.) _____

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

☐ We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

ACKNOWLEDGEMENT OF ADDENDA: The company shall identify by number and date the following addenda and agree that the prices shown in the proposal reflect all changes made by addenda. To check for addenda go to:
www.howardcountymd.gov/purchasing

Number: _____	Date: _____	Number: _____	Date: _____
Number: _____	Date: _____	Number: _____	Date: _____

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
 ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION F**CONTRACTOR'S QUALIFICATION INFORMATION**

(Must be submitted with the Technical proposal)

COMPANY NAME: _____

1. References: Give name, address, and telephone number of owner or manager of three contracts for which Contractor has provided outpatient substance use disorder counseling during the past three years.

1.1.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
1.2.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
1.3.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____

2. The Contractor has provided the above services for ____ years. (Note: 3 year minimum)

3. The address of the outpatient facility where treatment will be conducted.

Option One:

Yes: ☐ Attach Mapquest documentation showing Howard County location.

Option Two:

Yes: ☐ Outpatient facility will be located in the Health Department, 8930 Stanford Blvd., Columbia, Maryland 21045

SECTION G**PRICE PROPOSAL COVER PAGE**

(Must be submitted separately from the Technical portion of the proposal)

COMPANY NAME: _____

TITLE: Outpatient Substance Use Disorder CounselingNIGP CODE/PRODUCT CODE: 95221, Human Services - Counseling

ITEM NO.	COMMODITY/SERVICE DESCRIPTION PRICE	ESTIMATED ANNUAL QUANTITY	U/M	MEDICAID REIMBURSEMENT RATE	EXTENDED TOTAL
1.	Counseling, Client Assessment	_____	Session	\$142.00/Session	\$_____.
2.	ASAM Level 0.5, Early Intervention	_____	Session	\$39.00/Session	\$_____.
3.	Counseling, ASAM Level I (OP), Outpatient	_____	Session	Individual Session \$20/15 minute (unit) up to 6 units	\$_____.
4.	Counseling, ASAM Level II.I (IOP), Intensive Outpatient	_____	Session	Individual Session \$125, minimum of 2 hours; Group Session \$125, Minimum of 2 hours	\$_____.
5.	Detoxification, ASAM Level I-D, Outpatient	_____	Session	Follow E/M code rates ranging from \$43.32-\$142.89/session	\$_____.
6.	Detoxification, ASAM Level II-D, Outpatient	_____	Session	Follow E/M code rates ranging from \$43.32-\$142.89/session	\$_____.
7.	Detoxification, ASAM Level II.5, Partial Hospitalization	_____		\$130.00/day	\$_____.
8.	Detoxification, ASAM Level II.5, Partial Hospitalization	_____		6+ hours/day of services, \$210	\$_____.
TOTAL PROPOSAL PRICE					\$_____.

* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION H

AFFIDAVIT

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc), and submitted with the bid.

Contractor _____

Address _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)

in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

AFFIDAVIT V

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Signature

Printed Name

Title

Rev. 09/25/2013

SECTION I

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

**NOTICE TO PRIME CONTRACTORS
10% SUBCONTRACTING GOAL ON CONTRACTS
VALUED AT \$50,000 OR MORE**

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a contract is \$50,000 or more, the Prime Contractor shall make a good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This is also applicable to Prime Contractors that are minority-owned firms. The percentage requirement may vary. Prime Contractors should submit the following completed *Equal Business Opportunity Subcontractor Participation Form* with the bid. Identify subcontractors prior to submitting the proposal. ~~After contract award, changes in subcontractors require the written approval of the EBO Coordinator.~~

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

Howard County - Equal Business Opportunity List of Firms A-Z

http://www.mdot.state.md.us/MBE_Program/index.html

<http://cityservices.baltimorecity.gov/mwboo>

Contractors should submit a completed *Equal Business Opportunity Subcontractor Participation Form* with the bid identifying each certified EBO firm they intend to use on the contract. However, if the EBO Subcontractor Participation Form is not submitted with the bid, the County may request EBO subcontractor participation of the successful contractor.

Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Contractor has made a good faith effort and thoroughly documented the efforts. Contractors should submit the *Equal Business Opportunity Program Request for Subcontracting Waiver* with the bid. However, if the request for waiver form is not submitted with the bid, the County may obtain the request for waiver of the successful contractor.

If the County exercises its option to renew the contract, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-6370.

**PRIME CONTRACTORS' COMPLIANCE OF EBO SUBCONTRACTOR
PARTICIPATION**

Prime Contractors that are awarded County contracts shall maintain adequate records of EBO participation on County contracts. The County may require that prime contractors report whether or not they met the proposed EBO subcontracting goal, so that the County can track compliance of EBO participation on County contracts.

Revised 12/20/2013



**HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SUBCONTRACTOR PARTICIPATION FORM**

COUNTY USE ONLY

EBO APPROVAL

CONTRACT TITLE:		
SOLICITATION #	CAPITAL PROJECT #	CONTRACT / PO #
TERM:	RENEWAL #	AMOUNT \$

PRIME CONTRACTOR NAME:			
ADDRESS:			PHONE:
EBO STATUS (Y/N):	*EBO TYPE:	CERTIFYING AGENCY:	CERTIFICATION #

PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS

INSTRUCTIONS FOR COMPLETING THIS FORM

- Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors.
- This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal.
- ***EBO Types:** AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)

SUBCONTRACTOR NAME:					
ADDRESS:					PHONE:
CONTACT REPRESENTATIVE:			EMAIL:		
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS					
CERTIFYING AGENCY:		CERTIFICATION #		EBO PARTICIPATION %	
DESCRIPTION OF WORK:				EBO PARTICIPATION \$	

SUBCONTRACTOR NAME:					
ADDRESS:					PHONE:
CONTACT REPRESENTATIVE:			EMAIL:		
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS					
CERTIFYING AGENCY:		CERTIFICATION #		EBO PARTICIPATION %	
DESCRIPTION OF WORK:				EBO PARTICIPATION \$	

PRINTED NAME

EMAIL

SIGNATURE (VENDOR OFFICIAL)

TITLE

DATE

Revised 12/20/2013

Buyer Initial

SECTION J

Information on Howard County, Maryland's Living Wage Requirement

Basics of the Howard County Living Wage Legislation

In 2007, the Howard County Council passed legislation requiring a minimum "living wage" for employees of certain contractors and subcontractors of Howard County. A Contractor that is defined as a "Covered Employer" under Howard County Code Section 4.122A shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks.

Howard County Code Sec. 4.122A applies to service contracts estimated to be over \$100,000.00 per year. The code does not apply to commodities contracts, contractors who employ fewer than 5 employees during the contract term, public entities, non-profit organizations, or contracts awarded under sole source, emergency, or expedited procedures. Other contractors may also be exempt; see the complete list of exemptions in Section 1 on the front of this form.

The living wage requirements do not apply to an employee:

- who performs no measurable work related to any contract with the County
- who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law
- who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program
- for whom a different wage rate is expressly set in a collective bargaining agreement, or
- for whom a higher wage is required by a federal, state, or County law.

This form serves as written certification to the County of your firm's intent to comply with the County's wage requirements during this term and any subsequent renewals. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law. Failure to comply with this requirement at any time during the initial term and subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense; in addition to a fine, the County may suspend or debar the violator under Howard County Code Sec. 4.117.

How the Living Wage Rate is Calculated

The Howard County Living Wage Rate is calculated by taking 125% of the Poverty Guideline for a family of 4, then using this amount to determine the hourly rate based on 40 hours/week. For example, on January 22, 2014, the Federal HHS Poverty Guideline was published as \$23,850 for a family of 4 (www.aspe.hhs.gov/poverty).

$$125\% \text{ of } \$23,850 = \$29,812.50 \qquad \$29,812.50 \div 52 \text{ weeks} \div 40 \text{ hrs/week} = \textbf{\$14.33 per hour}$$

This hourly rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County. The current Living Wage remains in effect until new Federal HHS Poverty Guidelines are published next January. If there is a change, the Office of Purchasing will attempt to notify all current contractors via email using the email address provided on this form. The current rate is posted on our website at www.howardcountymd.gov/purchasing. It is the contractor's responsibility to ascertain the current rate.

Since the rate is subject to change annually, you must ensure that your bid pricing is sufficient to cover the cost of any increases during the term of the contract, including subsequent renewals. All prices shall take the current wage rate, and subsequent increases in the wage rate, if any, into account and there shall be no unit price adjustment for future wage rate increases during the initial term of this agreement and any subsequent renewals thereof. Future wage rate increases are hereby defined as any new rates approved by the County that take effect after and supersede the rate shown in this solicitation.

If you have questions about the Living Wage Requirement or how to complete this form, please contact the Office of Purchasing at purchasing@howardcountymd.gov or 410-313-6370.

Howard County, Maryland Wage Rate Requirements for Service Contracts Exemption Status Subtitle 1, Howard County Code Section 4.122A(b)(2)

Prime Contr.	Sub-Contr.	Section 1: Exemptions	Check all that apply, then continue to Section 2. If none of these statements apply to your company or the Subcontractor, check the last box in this section and continue to Section 2.
--------------	------------	----------------------------------	---

<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor employs fewer than 5 employees at any time during the contract term.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor received less than \$100,000 from the County in the most recent 12-month period prior to the start date, and will be entitled to receive less than \$100,000 from the County within the next 12-month period.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is expressly precluded from complying with Howard County Code Sec. 4.122A by the terms of any federal, state, or County law, federal or state contract or grant, and the contract falls within that preclusion.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a public entity.
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor participates in a contract awarded under Howard County Code Secs. 4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).
<input type="checkbox"/>	<input type="checkbox"/>	Contractor or Subcontractor is a regulated public utility.
<input type="checkbox"/>	<input type="checkbox"/>	Contract was awarded under a cooperative procurement with another government or organization of governments.

Check here ☐ if none of the above statements are applicable to your company or to the Subcontractor, then continue to Section 2.

Section 2: Certifications	<ul style="list-style-type: none"> If you checked any exemptions in Section 1, skip this section and continue to Section 3. If you did not check any exemptions in Section 1, check each box in Section 2 that applies to your company, then complete Section 3 below.
--------------------------------------	--

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, that I am an authorized representative of the Contractor named below, and that:

- ☐ As a "covered employer," the Contractor and all Subcontractors will comply with the County's Wage Rate Requirements for Service Contracts (Howard County Code Sec. 4.122A) and will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law. The Contractor's proposed pricing is sufficient to meet the current living wage rate requirements during the initial term of the agreement and any increases applicable to subsequent renewals.
- ☐ **If health insurance is provided to employees**, the per employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid or proposal is correct.

Section 3: Contact Information	Provide your contact information in the space below, then sign and date this form and submit it with your bid.
---	--

Contractor Name _____	Vendor Federal ID Number _____
Address _____	Phone Number _____
_____	Email Address _____
Authorized Signature _____	Date _____
Print Name of Signatory _____	Title of Signatory _____

Office of Purchasing Use Only	Contract Title:		Buyer's Initials:
	Contract No:	Renewal No.	
	Capital Project No:	Contract Term:	

EXHIBIT I HOWARD COUNTY, MARYLAND AGREEMENT

THIS AGREEMENT made by and between Howard County, Maryland [as Purchasing Agent For Howard County Health Department, remove if not applicable], a body corporate and politic, (hereinafter "County") and [NAME AND ADDRESS OF CONTRACTOR], Federal Employer Identification Number (FEIN) XX-XXXXXXX, Telephone Number XXX-XXX-XXXX (hereinafter the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to Select One, in strict and entire conformity with the Attachment A entitled, Select One, and any Purchase Order subsequently issued and the Request for Proposals No. RFP#-Year RFP TITLE and the response and any amendments or revisions thereto (collectively, the "Bid") attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for Select One in accordance with this Agreement, the other attachments hereto, the Bid and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. The parties hereto agree as follows:

1. Contractor's Duties The Contractor shall be an independent Contractor and not an employee of the County and the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable workers' compensation claims and coverage of unemployment claims filed by its employees. The Contractor shall [perform the services] [provide the goods] outlined in Attachment A hereto. The Contractor's [services] [goods] will be provided with due care and in accordance with all applicable standards. The Contractor shall [perform the services] [provide the goods] for the _____ of the County, or Designee, who shall have authority to enforce the Agreement.

2. Compensation

2.1. In consideration of the Select One to be provided by the Contractor, the County shall pay the Contractor as follows:

- o in accordance with the unit prices set forth in the Proposal.
- o in accordance with the Select One attached hereto as Attachment A.
- o the sum of Dollar amount typed Dollars (\$Dollar amount Numerical)
- o an hourly rate of \$0.00 per hour for an approximate total of number of hours typed hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A.
- o an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon Select One in a manner satisfactory to the County, in its sole discretion.

2.2. The Contractor shall submit invoices to the County: The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Federal tax identification number
- Contract number (the first two digits are 44XXXXXXXX)
- Purchase Order number (the first digit is 2XXXXXXXX)
- Contract line number
- Unit price and extended price (the unit price must match a line on the contract)
- Description of goods provided and/or services performed.

2.2.1 The proper form of County invoices requires that the necessary information be included on all invoices.

2.2.2 All invoices shall be submitted in triplicate to DEPARTMENT NAME AND ADDRESS. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt thereof.

2.2.3 Invoices failing to contain the information enumerated above may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

- 2.3. This Agreement shall be effective according to the following:

MONTH DATE, YEAR OR

when executed by Howard County

and shall continue through January 1, 2001, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 7 hereof.

- 2.4. The County reserves the right to renew this Agreement for INSERT RENEWAL PERIOD on the same terms and conditions set forth herein. Insert and changed to the terms i.e. Compensation. Unless set forth in a written amendment, the compensation, reimbursement and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

3. Contractor's Representations and Warranties The Contractor hereby represents the following:

- 3.1. The Contractor is a Select One, duly formed and validly existing under the laws of the State of INSERT STATE OF INCORPORATION and is qualified to do business and is in good standing in the State of Maryland.
- 3.2. The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.
- 3.3. The person executing this Agreement for the Contractor warrants that s/he is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.
- 3.4. Select One: The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements. OR The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.
- 3.5. The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.
- 3.6. All representations and warranties made in the Affidavit and Bid Response remain true and correct in all respects.

4. Termination

- 4.1. Termination for Convenience: The County may terminate this Agreement, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any costs which may have been anticipated but which have not been earned up to the date of termination.
- 4.2. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

5. Remedies for Default

- 5.1. The County shall have the right upon the happening of any Default, without providing notice to the Contractor:
 - a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
 - b. To suspend the Contractor's authority to receive any undisbursed funds; and/or
 - c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- 6.2. Upon termination of this Agreement for default, the County may elect to pay the Contractor for Select One up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every

other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8. Insurance The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in this Request for Proposals including naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.
9. Confidential Information The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.
10. Ethics
 - 10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.
 - 10.2 The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.
11. Assignment Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.
12. Delegation of Duties The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.
13. Indemnification
 - 13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or damages including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor, or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
 - 13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
 - 13.3 In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions and/or the General Conditions and/or this Agreement, the terms set forth in the Agreement shall govern.
14. Integration and Modification This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.
15. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
16. Conflicting Terms
 - 16.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.
 - 16.2 In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.
17. Severability If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

18. Time is of the Essence Time is of the essence with respect to performance of the terms and conditions of this Agreement.
19. Funding The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
20. Ownership of Goods All finished or unfinished work, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.
21. Notice Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COUNTY: Contact Name, address and telephone number

FOR THE CONTRACTOR: Contact Name, address and telephone number

22. No Waiver, Etc No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.
23. Wage Rate Requirements The Contractor certifies that the officer of the corporation who is entering this Agreement has read and understands this Request for Proposals, Howard County Code, Sec 4.122A Wage Requirements.

INSERT ANY SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, LIQUIDATED DAMAGES

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

By:

Signature

[Insert Name]

[Insert Title]

Print Name :

WITNESS:

HOWARD COUNTY, MARYLAND, a body
corporation and politic

By:

Lonnie R. Robbins
Chief Administrative Officer

Allan H. Kittleman
County Executive
Purchasing Agent For Howard County Health Department,

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2015:

INFORMATION TECHNOLOGY APPROVED:

Gary Kuc
County Solicitor

Christopher Merdon (IF APPLICABLE)
Chief Information Officer
Technology & Communication Services

REVIEWING ATTORNEY:

Type Name: _____
Title: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky
Director of Finance

[Insert Dept. Head Name]
[Insert Title]

ATTACHMENT A
SERVICES TO BE PERFORMED

The above are in addition to any other services set forth in the Bid.

sample

ATTACHMENT B

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS***Charter Section 901. Conflict of Interest.***

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Code Section 22.204. - Prohibited Conduct and Interests.

(a) Participation Prohibitions.

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
 - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
 - (ii) The disqualified official or employee is required by law to act; or
 - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) Employment and Financial Interest Restrictions.

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
 - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
 - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
 - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
 - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) Post-Employment Limitations and Restrictions.

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.
- (2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

- (4) (i) Subsection (4)(ii) does not apply to a gift:
- a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
 - b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
 - c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.
- (ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:
- a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
 - b. Ceremonial gifts or awards that have insignificant monetary value;
 - c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;
 - d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
 - e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
 - f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;
 - g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
 - h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

ATTACHMENT C**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is made between Howard County, Maryland, a body corporate and politic, (the County), and [Contractor name] (the Contractor).

WHEREAS, pursuant to mandated compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), certain parties are required to enter into a Business Associate Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises contained herein and for other good and valuable consideration, including the mutual reliance of the parties on compliance with the terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PURPOSE AND SCOPE

A. The County and the Contractor enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and its implementing regulations (45 CFR Parts 160 and 164) and the Maryland Confidentiality of Medical Records Act (MCMRA).

B. This Agreement applies to the conduct of the Contractor in connection with protected health information anticipated to be provided to, collected, maintained or used by the Contractor in connection with its performance under the Primary Agreement.

II. DEFINITIONS

A. The terms used in this Agreement have the meanings set forth in the Privacy Rule, 45 CFR Parts 160 and 164, and as set forth in subsection B of this section.

B. As used in this Agreement the following terms have the meanings indicated:

1. "County" means Howard County, Maryland.

2. "Designated Record Set" means a group of records maintained by or for the County that is (i) the medical records and billing records about individuals maintained by or for the County, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (iii) used, in whole or in part, by or for the County to make decisions about individuals. As used in this Agreement, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for the County. (45 CFR §164.501.)

3. "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information. (45 CFR §160.103.)

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (the Social Security Act, 42 U.S.C. 1320a-7(c)(a)(5), and 1320d-2 and 1320d-4.)

5. "Individual" has the same meaning as the term "individual" in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

6. "MCMRA" means the Maryland Confidentiality of Medical Records Act, Md. Code Ann., Health-Gen., §4-301, et seq.

7. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

8. "Protected health information" as defined in the Privacy Rule §§ 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer. For purposes of this Agreement, protected health information is limited to the information created or received by the Contractor from or on behalf of the County.

9. "Required by law" means a mandate contained in law that compels an entity to make use or disclosure of protected health information, that is enforceable in a court of law, and includes but is not limited to the itemized activities set forth in 45 CFR §164.501.

10. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information. (45 CFR § 164.501.)

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

A. The Contractor agrees to use or disclose protected health information only as permitted or required by the Privacy Rule, this Agreement, or as otherwise required by law.

B. Except as otherwise provided in this Agreement, the Contractor may:

1. Use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the County as specified in the Primary Agreement, provided that the use or disclosure would comply with the Privacy Rule if done by the County, is consistent with the MCMRA, and complies with the County's privacy practices and procedures, if applicable.

2. Use protected health information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor;

3. Disclose protected health information to a third party as necessary to carry out its obligations under the Primary Agreement, for proper management and administration of the Contractor or to carry out the Contractor's legal responsibilities if:

a. the disclosure is required by law;

b. the Contractor obtains reasonable assurances from the third party to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and

c. the third party notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached; and

4. Use protected health information to provide data aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).

C. The Contractor may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(a)(1).

IV. CONTRACTOR REQUIREMENTS

A. The Contractor agrees to implement appropriate safeguards to prevent use or disclosure of the protected health information other than as provided in Section III of this Agreement, including:

1. Limiting the amount of protected health information used or disclosed pursuant to Section III of this Agreement to the minimum necessary to carrying out the functions of the Primary Agreement and to otherwise achieve the purposes of the use and disclosure;

2. Taking steps to protect the physical security of and prevent unauthorized access to the protected health information, furnishing the County with a written description of these steps, and allowing representatives of the County access to premises where the protected health information is maintained for the purpose of inspecting the physical security arrangements; and

3. Requiring each of its employees having involvement with protected health information to comply with applicable laws and regulations relating to confidentiality of protected health information, including the provisions of this Agreement and the Maryland Confidentiality of Medical Records Act.

B. The Contractor agrees to:

1. Mitigate, to the extent practicable, any harmful effect that is known to Contractor, of a use or disclosure of protected health information by Contractor in violation of the requirements of this Agreement;

2. Report to the County any use or disclosure of the protected health information not consistent with this Agreement of which it becomes aware within five (5) days of the time it becomes aware of the use or disclosure;

3. Ensure that any agent, including a subcontractor, agrees to the same restrictions and conditions that apply to the Contractor with respect to any protected health information provided to the agent that is received from, or created or received by Contractor on behalf of the County;

4. Provide access, at the request of the County, and in the time and manner directed by the County, to protected health information in a designated record set maintained by the Contractor, to the County or, as directed by the County, to an individual in order to meet the requirements under 45 CFR § 164.524;

5. Make any amendment(s) to protected health information in a designated record set maintained by the Contractor that the County directs or agrees to pursuant to 45 CFR § 164.526 at the request of the County or an individual, and in the time and manner directed by the County;

6. Make available to the County, in a time and manner directed by the County or designated by it, any protected health information received from, or created or received by Contractor on behalf of the County, as well as any internal practices, books, and other records relating to the use and disclosure of protected health information, for purposes of determining the County's compliance with the Privacy Rule;

7. Document disclosures of protected health information and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of protected health information in

accordance with 45 CFR § 164.528; and

8. Provide to the County or an individual, in time and manner directed by the County, information collected in accordance with subsection (7) of this section, to permit the County to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 CFR § 164.528.

C. Upon termination of the Primary Agreement, the Contractor agrees that, except as provided in subsection V(C) of this Agreement, all of the protected health information provided by the County to the Contractor, or created or received by the Contractor on behalf of the County pursuant to the Primary Agreement will be destroyed or returned to the County.

V. TERM AND TERMINATION

A. This Agreement shall be effective as of the date set forth above. It shall remain in effect unless otherwise terminated for the entire term of the Primary Agreement including any extensions, options or modifications, or, as appropriate, in accordance with the requirements of paragraph (C) of this subsection.

B. Upon the County's knowledge of a material breach by Contractor, the County will either:

1. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement for cause if the Contractor does not cure the breach or end the violation within the time specified by the County;

2. Immediately terminate this Agreement for cause if the Contractor breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, report the violation to the County head.

C. Effect of Termination of this Agreement

1. Except as provided in paragraph 2 of this section, upon termination of this Agreement for any reason, the Contractor shall return or document the destruction of all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.

2. If the Contractor believes that returning or destroying the protected health information is infeasible, the Contractor shall provide to the County notification of the conditions that make return or destruction unfeasible. If the County agrees that return or destruction of protected health information is unfeasible, the Contractor shall extend the protections of this Agreement to the protected health information and limit further uses and disclosures of the protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains the protected health information.

D. The County's termination of this Agreement for cause pursuant to this subsection V may be viewed by the County as a breach of the Primary Agreement and grounds for termination in accordance with the default termination clause of the Primary Agreement.

VI. NOTICE PROVISIONS

Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage pre-paid, to the other parties by certified mail, return receipt requested to the following:

FOR THE SERVICE PROVIDER

FOR THE COUNTY

VII. MISCELLANEOUS

A. A reference in this Agreement to a section in the Privacy Rule means the section in effect at time of execution and as amended from time to time thereafter.

B. The parties agree to take such action to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and HIPAA.

C. The respective rights and obligations of the Contractor under Section V(C) of this Agreement shall survive the termination of this Agreement.

D. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

E. The parties agree that this Agreement shall not be assignable, except by written approval, in advance, by the County.

VIII. COMPLIANCE WITH STATE LAW

The Contractor acknowledges that by accepting the protected health information from the County, it becomes a holder of medical records information under the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-Gen. §§4-301 et. seq.) and is subject to the provisions of that law. If the HIPAA Privacy Rule and the MCMRA conflict regarding the degree of protection provided for

protected health information, the Contractor shall comply with the more restrictive protection requirement.

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed, sealed and delivered the day and year first above written.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Signature

By:

[Insert Name]

[Insert Title]

Print Name :

WITNESS:

HOWARD COUNTY, MARYLAND, a body
corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

By:

Allan H. Kittleman
County Executive
Purchasing Agent For Howard County Health Department,
(remove if not applicable)

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2014:

INFORMATION TECHNOLOGY APPROVED:

Gary Kuc
County Solicitor

Christopher Merton (IF APPLICABLE)
Chief Information Officer
Technology & Communication Services

REVIEWING ATTORNEY:

Type Name: _____

Title: _____

APPROVED FOR SUFFICIENCY OF FUNDS:

DEPARTMENT APPROVED:

Stanley J. Milesky
Director of Finance

[Insert Dept. Head Name]
[Insert Title]

EXHIBIT II
SAMPLE INVOICE

SAMPLE INVOICE

Your Company's Name

Address

Email address

Telephone/Fax Nos.

Mail Invoice To:

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

Invoice No.:**Date:****FEIN:**

Contract #:

44XXXXXXXXX

Purchase Order #:

2XXXXXXXXXX

Performance Period:

__/__/13-__/__/14

(For Services)

Cont. Line #	PO Item #	Goods/Services Description	List Price	% Discount	Net Price	Quantity	Extended Price
Total							

Payment Terms:Please make check payable to ***Your Company's Name*** and remit payment to:*Your Company's Name**Address**Address*

If you have any questions regarding this invoice, please contact

Your Company's Contact Person's Name at ***Telephone No.*** and ***Email Address.***

EXHIBIT III

BEHAVIORAL HEALTH ADMINISTRATION
Substance Related Disorders
(Treatment, Prevention and Recovery Services)

Conditions of Grant Award

Acceptance Form

Fiscal Year 2016

Attached are the Fiscal Year 2016 Conditions of Grant Award for all Department of Health and Mental Hygiene/Behavioral Health Administration, Substance Related Disorder funded programs.

Included in this packet are conditions for general, federal and specific funding. In the event that the grantee organization does not receive an award that contains these specific funds, it is mutually agreed that the Specific Conditions stated in this packet would not be applicable to your organization.

All Conditions of Award shall remain in effect throughout FY2016 and shall be applicable to all approved budgets and/or changes in services throughout the fiscal year. In the event that funding is awarded for new initiatives, additional Conditions of Award may be imposed.

The undersigned certifies that the grantee organization will comply with the General, Specific and Federal Conditions of Award as detailed in this document.

Authorized Official
Signature:

Date

Grantee Organization

BEHAVIORAL HEALTH ADMINISTRATION
Substance Related Disorders
(Treatment, Prevention and Recovery Services)

Conditions of Grant Award

Fiscal Year 2016

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Attachment 1 - Attestation of Comprehensive Review of Sub-provider Budgets

ATTACHMENT B

General Conditions of Award

Failure to comply with these General Conditions of Award may result in the following, including but not limited to: loss of award, future audit exceptions, disallowance of expenditures, award reductions, and/or delay in payment of award funds, until such time that areas of non-compliance are corrected.

1. Grantee shall convey General Conditions of Award to all sub-recipients of State and Federal funds. The grantee shall review sub-recipient compliance with COMAR and Conditions of Award through conducting on-site visits and using a B H A provided monitoring tool. The grantee shall identify areas of non-compliance, require a corrective action plan, and monitor corrective action progress of all non-compliant sub-recipients. The grantee shall submit the completed monitoring report to the BHA Compliance Section within five days of the end of the review period.
2. Grantee shall require that an overdose prevention plan be developed for all patients with an opiate problem documented in the substance matrix upon admission. The overdose prevention plan shall be included as part of the treatment plan in the clinical record. This applies to Level 1 and Level 2.1 programs.
3. Grantee and all sub-recipients shall admit pregnant women within 24 hours of request.
4. Grantee and all sub-recipients shall utilize best practices for every age group in the provision of treatment services. Best practices refer to services that reflect research based findings.
5. Grantee and all sub-recipients shall have a patient/counselor ratio of 40 slots for every full-time counselor (40:1) weekly for Adult Level 1 services, and 25 slots for every full-time counselor (25:1) weekly for Adolescent Level 1 services.
6. Grantee and all sub-recipients providing treatment services shall:
 - a) assess every patient upon admission for eligibility for Medical Assistance (MA);
 - b) help eligible patients apply for this entitlement;
 - c) check MA enrollment status via the EVS system, if providing an MA reimbursable service;
 - d) for eligible recipients, bill MA for services covered by this entitlement;
 - e) retain proof of the processes outlined above; and
 - f) no longer use BHA funds for services covered by third party payers.

Attachment B
General Conditions of Award
Page 2

7. Grantee and all sub-recipients of State and Federal funds shall neither
 - a) deny admission or continued stay for a patient solely due to being on full or partial opiate agonist therapy medication regardless of dose;
 - b) make admission contingent upon eventual detoxification from full or partial opiate agonist; nor
 - c) limit the number of patients on full or partial opiate maintenance or detoxification that are admitted to a program.
8. Grantee agrees to serve as the BHA's designee regarding Health General Article 8-505, Health General Article 8-506 and Health General 8-507 legislative requirements
 - a) Provides clinical staff in compliance with DHMH Code of MD Regulations, Title10, Subtitle 47 to conduct Health General Article 8-505 substance use disorder evaluations.
 - b) Once the BHA has approved the Health General Article 8-505 evaluator's level of care recommendation, BHA funded locally managed service providers must accept the treatment recommendation for placement.
 - c) If a commitment for treatment under Health General Article 8-507 is ordered, the grantee shall exhaust all BHA funded locally managed treatment services for the committed individual before accessing BHA contracted services.
9. Grantee agrees to serve as Behavioral Health Administration's designee regarding referral for residential placements of Pregnant Women and Women with Children.
 - a) Provide clinical staff in compliance with DHMH Code of MD Regulations, Title10, Subtitle 47 to conduct substance use disorder screening and assessments.
 - b) Once approved by BHA for residential placement, the Local Addiction Authority will provide care coordination of all placement referrals
 - c) Once treatment is complete, the Local Addiction Authority will work with the Case Manager for the Residential Treatment Program to secure admission to another level of care.
10. Grantee and sub-recipients shall utilize the assessment instrument specified by the Administration for all HG8-505 evaluations.

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General Conditions of Award
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11. Grantee and all sub-recipients shall comply with the Department of Health and Mental Hygiene (DHMH), Code of Maryland Regulations, Title 10, Subtitle 47, and recovery housing and continuing care standards approved by the Behavioral Health Administration. Grantees who subcontract services to another vendor for purchase of recovery housing must ensure that the vendor is a member of the Maryland State Association for Recovery Residences (MSARR).
12. The grantee and sub-recipients shall comply with all requirements and conditions set forth in the DHMH Local Health Department Funding System Manual or the DHMH Human Services Agreements Manual, whichever is applicable.
13. Throughout the fiscal year, BHA will monitor and review the program slot allocation utilization rates. This monitoring process will ensure that utilization is consistent with the established BHA funding level. If the program receives funding for additional treatment services during the fiscal year, the slot allocation will be adjusted accordingly.
14. Grantee and sub-recipients providing treatment and recovery services shall provide the BHA with all required data through the Value Options Provider Connect system and Outcome Measurement System (OMS). Late and/or inaccurate submissions of these data for two consecutive months may result in administrative action.

These data include:

- a) A complete registration and authorization for every participant who has entered into treatment or recovery services, or is in treatment beginning January 1, 2015;
 - b) A complete reauthorization for every participant that has fulfilled the terms of the initial authorization;
 - c) A complete discharge and new authorization for every patient who has changed levels of care within a treatment program;
 - d) A complete discharge for any participant who has completely left treatment or recovery services;
 - e) Any corrections required to insure that the participant's record is accurate; and
 - f) Results of all drug testing performed, whether outcome is negative, positive or adulterated, for all drug court patients.
15. The grantee shall provide the BHA with data as required by the Administration for all BHA funded recovery community center services.

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General Conditions of Award
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16. All budget modification requests must be **received** by the BHA Grants Section **no later than April 15 or the first business day thereafter.**

Implementation of the budget modification may not begin until approval is received in writing from the BHA. Implementation prior to approval may result in the disallowance of expenditures.

17. The grantee shall agree to attend all meetings as required by the DHMH and the BHA.
18. Grantee or sub-recipients shall screen patients for gambling and nicotine dependence disorders. If disorders are identified they must be included and addressed in the patient's treatment plan.
19. Grantee shall develop continued stay criteria based on ASAM admission criteria for all active level III.7 patients, and implement a protocol for evaluating compliance.
20. Grantee shall provide documentation that representatives of the local recovery community are involved in planning and evaluating the quality of addiction services on an ongoing basis.
21. Grantee shall require the use of patient satisfaction surveys as one component of service evaluation.
22. Grantee shall coordinate the care of high-risk and high-cost patients from the jurisdiction, specifically including patients admitted to level III.7 treatment.
23. Grantee and all sub-recipients providing treatment services shall comply with the Code of Maryland Regulation 10.02.01 of the DHMH and DHMH Policy #3416 that provide for the setting of charges and collection of fees for health services rendered under the jurisdiction of DHMH. This regulation and policy apply to all health facilities operated by the Department of Health and Mental Hygiene, its subordinate units and those operated by political subdivisions and vendors whose programs are funded in whole or in part with funds administered by the Department of Health and Mental Hygiene.

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General Conditions of Award
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24. This grant period terminates on June 30th. Any monies not spent by June 30th shall revert to the State.
25. Grantee and all sub-recipients shall report to the BHA improper use of and possible criminal conduct related to awarded funds as soon as it becomes known to the grantee or sub-recipient.
26. The following Managing for Results (MFR) performance measures apply to FY16 BHA substance related disorder treatment grants:
 - a) 47% of all adult and adolescent patients in BHA funded treatment programs have a treatment episode of not less than 90 days.
 - b) 66% of adolescent and adult patients completing/transferred/referred from BHA funded intensive outpatient programs enter another level of treatment within thirty days of discharge.
 - c) 90% of the patients completing/transferred/referred from BHA funded residential detoxification programs enter another level of treatment within 30 days of discharge.
 - d) The number of patients using substances at completion/transfer/referral from non-detox treatment will be reduced by 72% among adolescents and 74% among adults from the number of patients who were using substances at admission to treatment.
 - e) The number of employed adult patients at completion/transfer/referral from non-detox treatment will increase by 47% from the number of patients who were employed at admission to treatment.
 - f) The number arrested during the 30 days before discharge from non-detox treatment will decrease by 85% for adolescents and adults from the number arrested during the 30 days before admission.
 - g) The number of discharged patients leaving treatment against clinical advice will be reduced to 29%.
 - h) The number of patients reporting tobacco use at discharge from non-detox treatment will be reduced by 27% among adolescents and 28% among adults from the number reporting tobacco use at admission.

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General Conditions of Award
Page 6

27. The following additional performance measures apply to FY16 BHA treatment grants:
 - a) 42% of patients dis-enrolled from a Level 3.7 will enter another level of care within 30 days.
 - b) 45% of patients dis-enrolled from a Level 3.5 will enter another level of care within 30 days.
 - c) 37% of patients dis-enrolled from a Level 3.3 will enter another level of care within 30 days.
28. All requests for changes in treatment programming shall be submitted in writing to the Regional Services Manager for approval prior to implementation.
29. Grantees subcontracting for services using a cost reimbursement contract method shall submit copies of all sub-grantee budgets to BHA accompanying an *Attestation of Comprehensive Review of Sub-grantee Budgets form. (Attachment I)*
30. The grantee shall provide, purchase, or otherwise access a continuum of care, defined at a minimum as Continuing Care, Level 1, Level 2.1, Level 3.1, Level 3.7, and maintenance treatment for opiate addiction for adults.
31. Grantee shall provide, purchase, or otherwise access a continuum of care, defined at a minimum as Continuing Care, Level 1, Level 2.1 and Level 3.7 for adolescents.
32. The grantee shall provide a representative to participate in the BHA Recovery Oriented Systems of Care (ROSC) Learning Collaborative
33. The grantee shall either provide or maintain documented referral arrangements for the provision of pharmacotherapy services to all patients.
34. For all patients with an opiate problem documented in the substance matrix upon admission, pharmacotherapy shall be provided directly or through a referral. If medication is not provided, clinical justification shall be documented in the patient's record.

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General Conditions of Award
Page 7

35. The grantee and all sub-recipients providing treatment services shall provide and document clinical supervision to all clinical staff and peer support staff employed by or volunteering at the program.
36. If the grantee funds recovery housing services, services shall be purchased using a fee-for-service method.
37. Grantee and all sub-recipients providing ASAM level 3.7, 3.5 or 3.3 programs shall:
 - a. provide continuing care arrangements to each patient's care coordinator;
 - b. attempt to obtain consent from the patient prior to discharge enabling the program to contact the outpatient aftercare provider; and
 - c. provide a discharge summary to the outpatient aftercare provider within 24 hours of the patient's discharge from the program.
38. Grantee and all sub-recipients providing Level 1 or 2.1 programs shall prioritize for admission patients who are referred from Level 3.7, 3.5, or 3.3 programs.
39. Grantees will be required to enter their jurisdictions FY2016 service and funding information in the BHA Web-Based Financial Reporting Application.

Refer to the BHA Divisions/Operations/Finance/Fiscal & Grants Management/Grants Management Section of the BHA website, <http://bha.dhmh.maryland.gov/> for instructions.
40. Grantee shall submit expenditure reports per the following schedule to the BHA via e-mail to DHMH.adaa_grants@maryland.gov

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General Conditions of Award
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Please refer to the BHA Divisions/Operations/Finance/Fiscal & Grants Management/Grants Management Section of the BHA website for expenditure reporting forms.

Reporting Period	Due Date
July 1 – September 30	October 15
October 1 – December 31	January 15
January 1 – January 30	February 15
February 1 – February 28	March 15
March 1 – March 31	April 15
April 1 – April 30	May 15

41. Year-end Financial Web Reporting forms reflecting actual services, slots, persons served and expenditures shall be completed and submitted no later than August 1st to DHMH.adaa_grants@maryland.gov
42. The BHA award is based on estimated levels of State and/or Federal funds. If actual allocations differ from current estimates, the BHA award may be adjusted accordingly.
43. Other conditions may be imposed during the course of the fiscal year.
44. Grantee and all sub-recipients shall develop language assistance procedures for assessing the language needs of the population served, translating both oral and written communications and documentation, training staff in the language assistance program requirements, and monitoring to assure that limited English proficiency (LEP) individuals are receiving equal access to services and are not treated in a discriminatory manner, in accordance with DHMH policy 01.02.05. Grantee shall submit an annual report to the DHMH Equal Opportunity Programs by July 30, which shall include the following information:
 - A summary of efforts to fully implement and improve LEP services during the reporting period,
 - an outline of possible initiatives to enhance LEP services that might be implemented during the forthcoming reporting period,

Attachment B
General Conditions of Award
Page 9

- a listing of vital documents translated in accordance with this LEP requirement, and
 - a description of the number of individual translator services provided to LEP individuals and the process used to deliver such services.
45. The grantee shall pre-authorize all admissions purchased with BHA funds to ASAM Levels 3.7, 3.5, 3.3, 3.1 and to recovery housing. No patient will be admitted to a BHA funded residential treatment bed unless an evaluation determining the ASAM Patient Placement Criteria for the level of care has been completed prior to admission, and a Care Coordinator has been assigned to the patient. The evaluation must be performed by an independent entity not employed by the residential program to which the patient is being admitted.
46. The grantee may only spend funds allocated for recovery services on continuing care, care coordination, recovery housing, recovery community center activities, and/or peer recovery specialist positions in accordance with the requirements outlined in the FY 16 Letter of Grant Award.
47. If the grantee receives funding for services provided to drug court clients, the grantee shall collaborate with Drug Court Coordinator, Court Administrator, and/or Administrative Clerk on the allocation of Drug Court funding.
48. The local addiction authority's role shall focus on system development, management, and monitoring. This includes investigating complaints about providers and enhancing existing contract monitoring functions. In collaboration with BHA and Value Options, the local addictions authority may contract with private providers rather than directly providing services.
49. The grantee shall notify the BHA when the grant funded slots within the Opioid Treatment Programs in their jurisdiction reach 90% capacity.

Specific Year End Report Requirements

The Grantee will provide or contract for treatment services as mandated in Code of Maryland Regulations (COMAR) Title 10, Subtitle 47.

http://www.dsd.state.md.us/comar/subtitle_chapters/10_Chapters.aspx#Subtitle47

BHA will require the submission of a year-end report within 30 days after the close of the fiscal year detailing the services provided with the following funding sources:

- Temporary Cash Assistance funds
- Cigarette Restitution funds
- SB512/ HB7 funds

Maryland RecoveryNet (MDRN)
Regional Coordinator Position

The Regional Coordinator will be responsible for the implementation of the MDRN program for a designated region in the state of Maryland.

1. This includes following established statewide policy and procedure for the following:
 - a. outreach and enrollment of a provider network;
 - b. eligibility determination and authorization of services for MDRN clients;
 - c. monitoring of expenditures for voucher services;
 - d. monitoring quality of provider services;
 - e. analysis of client outcome data;
 - f. maintaining relationships with care coordinators;
 - g. responding to initial complaints about providers;
 - h. troubleshooting provider complaints regarding patients;
 - i. working with MDRN referral sources to train and troubleshoot in regards to the referral process; and
 - j. participating in statewide planning, supervision and team meetings.
2. The Regional Coordinator will work under a matrix model of supervision. The administrative supervisory functions will be provided by the jurisdiction, and direct report for project functions will be with the Behavioral Health Administration's Recovery Services Manager. Performance evaluation will be a collaborative task shared between the designated jurisdiction supervisor and BHA's Recovery Services Manager.

Naloxone

1. Recipients must notify BHA of any significant changes in status from their original application for entity authorization before supplemental funds can be disbursed. Significant information includes names and contact information for entity director and training director; contact and licensing information for physicians/nurse practitioners conducting and/or supervising trainings; and copies of new/revised supervisory agreements, naloxone dispensing protocols and/or training materials used in educational training programs.
2. Recipients and their subcontractors must continue to respond timely and accurately to BHA/DHMH requests for information about ORP training, naloxone dispensing and naloxone administration by certificate holders.

Buprenorphine Initiative

1. This funding shall only be used to provide Buprenorphine services: physician, medication, and case management costs. These funds are not to be used for any other costs or services reimbursed by Medicaid.
2. The grantee shall review and update the buprenorphine diversion adherence plan at least annually. The current plan shall be submitted to the Administration's regional manager by September 2015.
3. The grantee shall provide case management services to all patients in this initiative for the purpose of pursuing insurance coverage, linking with community physicians, and referring to ancillary services. Ancillary services include, but are not limited to community mental health, housing education, and employment.

ATTACHMENT B

Specific Conditions of Award

Drug Court Treatment

This grant award is subject to the following conditions. Failure to comply with these Conditions of Award may result in the following, including, but not limited to: loss of award, future audit exceptions, disallowance of expenditures, award reductions, and/or delay in payment of award funds, until such time that areas of non-compliance are corrected.

1. Grantee shall provide for substance use disorders treatment services for Drug Court participants. Treatment services include and are limited to the following:
 - Treatment and Recovery Services
 - Alcohol and Drug Counselor positions
 - Therapist positions, e.g. Family, Trauma, Mental Health
 - Approval for funding of Supervisory and Clerical positions must be obtained in writing prior to implementation.
 - Funds may not be used for Case Manager positions.
2. The award amounts provided for drug court substance use disorder treatment services are subject to change annually.
3. Drug Court funds shall be used to provide for drug court treatment services only. These funds are not to be used to provide for services or programs that are not drug court.
4. Only programs authorized by the Office of Problem Solving Courts (OPSC) may access drug court funds.
5. In the event a Drug Court Program discontinues services and/or loses certification as an operational Drug Court Program, all unused funds must be returned.

ATTACHMENT B

Specific Conditions of Award

TCA Addictions Program Specialist(s)

This grant award is subject to the following conditions. Failure to comply with these conditions may result in the following, including but not limited to: future audit exceptions, disallowance of expenditures, and/or award reductions.

1. Program shall comply with all fiscal and programmatic requirements as they relate to the TCA Initiative in the manner prescribed by the Behavioral Health Administration, i.e. budget requests, budget narratives, budget modifications, programmatic issues and staffing.
2. Program shall report the prescribed Addictions Specialist Screening Results to the Behavioral Health Administration through a monthly report form or another BHA determined data collection process.
3. Program shall deem the Behavioral Health Administration as the primary point of contact for all issues and questions concerning the TCA Addictions Specialist(s) or TCA addiction requirements (monthly reports)
4. Program shall inform the Behavioral Health Administration upon Addictions Specialist(s) termination of employment. Program shall inform the BHA of new employee start date, location and contact information.
5. The following are performance measures for the Addictions Specialist(s):
 - a. Addictions Specialist(s) will screen 85% (all) Temporary Cash Assistance applicants/recipients, food supplement applicant/recipients referred by the Department of Social Services case managers for substance use disorders.
 - b. Addictions Specialist(s) will screen for substance use disorders, 85% of Temporary Cash Assistance Recipients at re-certification that are referred to the Addictions Specialists by Department of Social Services Case Managers.

Attachment B
Temporary Cash Assistance Conditions of Award
Page 2

- c. Addictions Specialist(s) will refer (85%) of Temporary Cash Assistance applicants and recipients, food supplement recipients and any other recipients of LDSS services who screen positive for substance use disorders to the Certified Treatment Programs funded by the Behavioral Health Administration or to Local Addiction Authorities for assessment and/or treatment. Addictions Specialist(s) will refer for drug testing, (85%) of custodial parent applicants for Temporary Cash Assistance or (100%) of food supplement program applicants that were convicted drug felons as identified by the Department of Social Services by case managers at intake.
6. Local Addiction Authority shall submit a quarterly report to Behavioral Health Administration of all addiction specialist working hours that are outlined in the Quarterly Reporting Document for TCA.
7. Program shall submit a report of all expenditures by line item to the BHA Grants and Contracts Management Section within 30 days after the close of the fiscal year.

The only line items permitted for funding and reimbursement by DHR/FIA are Salary, Fringe, Urinalysis and Indirect Costs. Any expenditure in line items other than those listed will not be permitted and will be the responsibility of the grantee.
8. For all Medical Assistance eligible TCA recipients, the Medical Assistance reimbursement rate is to be considered payment in full, no other supplemental payment is permitted.

ATTACHMENT B

Specific Conditions of Award

**Integration of Child Welfare and Substance Abuse Treatment –
House Bill 7**

House Bill 7 (The Integration of Child Welfare and Substance Abuse Treatment Services Act) was passed in the 2000 session of the Maryland General Assembly. The provisions of the Act require DHR and DHMH to develop a protocol for the integration of child welfare and substance abuse services. The primary focus of this initiative is to assess individual and families that are identified in the child welfare system as having a substance use disorder.

1. The grantee shall provide onsite direct screening, referral, and placement services to individuals and families being managed by DSS case managers who are in need of substance abuse services.
2. The grantee shall report monthly data using the form prescribed Administration to the Behavioral Health Administration on a monthly basis.
3. The grantee shall provide a yearly data report on the outcomes of the initiative to Behavioral Health Administration

ATTACHMENT B
Specific Conditions of Award

Senate Bill 512- Children in Need of Assistance –
Drug Exposed Newborns

Senate Bill 512 (Children in Need of Assistance – Drug Exposed Newborns) went into effect October 1, 1997. The purpose of the legislation was to identify newborns exposed or addicted to drugs/alcohol and offer the mother and birth father drug treatment as well as support.

1. The grantee shall conduct assessments at the hospitals, during home visits and on site at the Local Department of Social Services.
2. The grantee shall provide direct screening, referral, and placement services to the individuals and families being managed by DSS case managers who are in need of substance abuse services.
3. The grantee shall report monthly data using the form prescribed by the Administration to the Behavioral Health Administration on a monthly basis.
4. The grantee shall provide a yearly data report on the outcomes of the initiative to Behavioral Health Administration

ATTACHMENT B
Specific Conditions of Award

Opioid Misuse Prevention Program (OMPP)

Failure to comply with these Conditions of Award may result in the following, including but not limited to: loss of award, future audit exceptions, disallowance of expenditures, award reductions, and/or delay in payment of award funds, until such time that areas of non-compliance are corrected.

1. All requests for changes in OMPP programming shall be submitted in writing to the Prevention Program Manager for approval prior to implementation.
2. The jurisdiction's BHA designated Substance Abuse Prevention Coordinator will guide and coordinate this prevention initiative to ensure that it is based on prevention best practices and fully integrated with the jurisdiction's other BHA funded substance abuse prevention efforts.
3. The jurisdiction must use the SAMHSA Strategic Prevention Framework model to develop its Opioid Misuse Prevention Strategic Plan and to implement the evidence-based strategies outlined in that plan.
4. The jurisdiction's Prevention Coordinator or their designee with OMPP responsibilities shall attend all mandated OMPP trainings and meetings provided or sponsored by the BHA.
5. No pamphlets and/or written materials or other items supported with BHA funds may be developed and/or published without prior approval from the BHA Prevention Program Manager. All literature, materials and/or promotional items shall contain an acknowledgement of BHA and SAMHSA support. Expenditures for unapproved publications may be disallowed regardless of the quality of the publication.
6. All OMPP data shall be submitted electronically through the MDS System to the BHA no later than the tenth day after the end of the month. Late and/or inaccurate submissions of prevention MDS data of two consecutive months may result in administrative actions.
7. All budget modification requests must be received by the BHA Grants and Contracts Management Section no later than April 15 or the first business day thereafter.

Implementation of the budget modification may not begin until approval is received in writing from the BHA. Implementation prior to approval may result in the disallowance of expenditures.

ATTACHMENT B
General Prevention Conditions of Award

Failure to comply with these Conditions of Award may result in the following, including but not limited to: loss of award, future audit exceptions, disallowance of expenditures, award reductions, and/or delay in payment of award funds, until such time that areas of non-compliance are corrected.

1. This award is based on estimated levels of Federal SAPT funds. If actual allocations differ from current estimates, this award may be adjusted accordingly.
2. All requests for changes in Prevention programming shall be submitted in writing to the BHA Prevention Program Manager for approval prior to implementation.
3. A full-time Alcohol and Other Drug Prevention Coordinator is required for the administration of the college, and local jurisdiction prevention services
4. All local jurisdiction Prevention Coordinators shall attend BHA mandated trainings and meetings provided or sponsored by the BHA.
5. No pamphlets and/or written materials or other items supported with BHA funds may be developed and/or published without prior approval from the BHA Prevention Program Manager. All literature, materials and/or promotional items shall contain an acknowledgement of BHA and SAMHSA support. Expenditures for unapproved publications may be disallowed regardless of the quality of the publication.
6. All prevention data shall be submitted electronically through the MDS System to the BHA no later than the tenth day after the end of the month. Late and/or inaccurate submissions of Prevention MDS data of two consecutive months may result in administrative action.
7. All budget modification requests must be **received** by the BHA Grants and Contracts Management Section **no later than April 15 or the first business day thereafter.**

Attachment B
General Prevention Conditions of Award
Page 2

Implementation of the budget modification may not begin until approval is received in writing from the BHA. Implementation prior to approval may result in the disallowance of expenditures.

8. This grant period terminates on June 30th. Any monies not spent by June 30th shall revert to the State.
9. Prevention funds shall only be used for evidenced based strategies/programs that comport with the Institute of Medicine (IOM) principles.
10. All programs shall maintain compliance with the BHA Prevention Standards.
11. If the jurisdiction has a BHA funded University ATOD Prevention Center, the Prevention Coordinator shall collaborate with the Prevention Center to implement prevention services/activities.
12. Grantee shall use at least 50% of the SAPT Prevention Funds to implement Environmental Strategies.
13. If the grantee intends to use BHA Prevention funds for media related activities, the following criteria shall be met:
 - a) The media campaign shall have the support of the local Health Department as demonstrated by approval sign-off.
 - b) The media campaign has a specific target audience and the messaging appropriately applies to that audience.
 - c) Documentation that diverse community stakeholders are engaged in planning the campaign
 - d) The media campaign uses evidence-based messaging practices to communicate to the target audience.
14. Other conditions may be imposed during the course of the fiscal year.

ATTACHMENT B

Specific Conditions of Award

FEDERAL CONDITIONS OF AWARD

**Behavioral Health Administration (BHA)
Substance Abuse Prevention and Treatment (SAPT) Block
Grant
CFDA # 93.959**

The Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are subject to a variety of restrictions and requirements. Grantees, as well as sub-recipients of SAPT Block Grant funds shall comply with specific provisions of the Public Health Services Act, as well as general federal conditions of award. Use of these federal funds also continues to be governed by the Code of Maryland Regulations (COMAR) Title 10-Subtitle 47, BHA policy bulletins and guidelines.

ATTACHMENT B

FEDERAL CONDITIONS OF AWARD

As a recipient of the Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant, the program must adhere to all applicable requirements.

96.124 Certain Allocations: *(Required Services for Programs Receiving Block Grant Funds Set Aside for Pregnant Women and Women with Dependent Children)*.

If the program receives Block Grant funds set aside for pregnant women and women with dependent children (including women attempting to regain custody of their children), the program must adhere to items (1.) through (7.).

1. The program treats the family as a unit and, therefore,¹ admits both women and their children into treatment services, if appropriate.
2. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
3. The program provides or arranges for child care while the women are receiving services.
4. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
5. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
6. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
7. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services provided by (2.) through (6.) above.

96.126 Capacity of Treatment for Intravenous Drug Abusers

If the program treats individuals for intravenous substance abuse, the program must adhere to items (8.) through (15.).

8. Within 7 days of reaching 90 percent of its treatment capacity, the program notifies the jurisdiction that 90 percent of the capacity has been reached.

¹ Such admission may not be appropriate; however, if for example, the father of the child(ren) is able to adequately care for the child(ren).

Attachment B
Federal Specific and General Federal Conditions of Award
Page 2

9. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:
 - (a.) 14 days after making the request or
 - (b.) 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program.
10. When applicable, the program offers interim services that include, at a minimum², the following:
 - (a) Counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission do not occur
 - (b) Referral for HIV or TB treatment services, if necessary
 - (c) Counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women.
11. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.
12. The program has a mechanism that enables it to:
 - (a.) Maintain contact with individuals awaiting admission
 - (b.) Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a reasonable geographic area.
13. The program takes clients awaiting treatment for intravenous substance abuse off the waiting list only when one of the following conditions exists:
 - (a.) Such persons cannot be located for admission into treatment *or*
 - (b.) Such persons refuse treatment.
14. The program carries out activities to encourage individuals in need of treatment services for intravenous drug abuse to undergo such treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method:
 - (a.) The standard intervention model as described in *The NIDA Standard Intervention Model for Injection Drug Users: Intervention Manual*, National AIDS Demonstration Research (NADR) Program, National Institute on Drug Abuse, (Feb. 1992)

² Interim services may also include federally approved interim methadone maintenance.

Attachment B
Federal Specific and General Federal Conditions of Award
Page 3

- (b.) The health education model as described in Rhodes, F. Humfleet, G.L. et al., *AIDS Intervention Program for Injection Drug Users: Intervention Manual*, (Feb. 1992).
 - (c.) The indigenous leader model as described in Wiebel, W., Levin, L.B., *The Indigenous Leader Model: Intervention Manual*, (Feb. 1992).
15. The program ensures that outreach efforts (have procedures for):
- (a.) Selecting, training, and supervising outreach workers.
 - (b.) Contacting, communicating, and following up with high-risk substance abusers, their associates and neighborhood residents within the constraints of Federal and State confidentiality requirements.
 - (a.) Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
 - (b.) Recommending steps that can be taken to ensure that HIV transmission does not occur.

96.127 Requirements Regarding Tuberculosis

16. The program directly, or through arrangements with other public or nonprofit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
- (a.) Counseling the individual with respect to TB
 - (b.) Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
 - (c.) Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
17. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
18. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
- (a.) Screening patients and identification of those individuals who are at high risk of becoming infected.
 - (b.) Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
 - (c.) Case management activities to ensure that individuals receive such services.
19. The program reports all individuals with active TB to the local health department as required by State Law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

Attachment B
Federal Specific and General Federal Conditions of Award
Page 4

96.128 Requirements Regarding HIV

If the State is a designated State and the program is one of the State's HIV early intervention programs, the program must adhere to items (20.) through (25.).

20. The program makes appropriate pretest counseling for HIV and AIDS available at the sites at which the individuals are undergoing treatment for substance abuse.
21. The program makes available, at the sites at which the individuals are undergoing treatment for substance abuse, appropriate HIV/AIDS testing, including tests to diagnose the extent of the deficiency in the immune system and tests to provide information on appropriate therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease available.
22. The program makes available appropriate post-test counseling at the sites at which the individuals are undergoing treatment for substance abuse.
23. The program makes available, at the sites at which individuals are undergoing treatment for substance abuse, therapeutic measures for preventing and treating the deterioration of the immune system and for preventing and treating conditions arising from the disease.
24. The program has established linkages with a comprehensive community resource network of related health and social services organizations to ensure a wide-based knowledge of the availability of these services and to facilitate referral.
25. The program ensures that HIV early intervention services are undertaken voluntarily, provided with patients' informed consent, and are not required as a condition of receiving substance abuse treatment or any other services.

96.131 Treatment Services for Pregnant Women

26. The program preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant-funded treatment services. Further, the program gives preference to clients in the following order:
 - (a.) to pregnant injecting drug users, first;
 - (b.) to other pregnant substance abusers, second;
 - (c.) to other injecting drug users, third; and
 - (d.) to all other individuals, fourth.

Attachment B
Federal Specific and General Federal Conditions of Award
Page 5

96.132 Additional Requirements

27. The program makes continuing education in treatment services available to employees who provide the services.
28. The program has in effect a system to protect patient records from inappropriate disclosure and the system:
 - (a.) Is in compliance with all applicable State and Federal laws and regulations, including 42 CFR part 2
 - (b.) Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

96.135 Restrictions on the Expenditure of the Grant

29. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:
 - (a.) The individual cannot be effectively treated in a community-based, nonhospital, residential program
 - (b.) The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, nonhospital, residential treatment program
 - (c.) A physician makes a determination that the following conditions have been met:
 - (i.) The primary diagnosis of the individual is substance abuse and the physician certifies that fact.
 - (ii.) The individual cannot be safely treated in a community-based, nonhospital, residential treatment program.
 - (iii.) The service can reasonably be expected to improve the person's condition or level of functioning.
 - (iv.) The hospital-based substance abuse program follows national standards of substance abuse professional practice.
 - (v.) The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in a residential, community-based program).
30. The program does not expend SAPT Block Grant funds to purchase or improve land; purchase or construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

Attachment B
Federal Specific and General Federal Conditions of Award
Page 6

31. The program does not expend SAPT Block Grant funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal Funds.
32. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.
33. The program does not expend SAPT Block funds to make payments to intended recipients of health services.
34. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.
35. The program does not expend SAPT Block Grant funds to provide treatment services in penal or correctional institutions of the State.

96.136 Requirements Regarding Independent Peer Review

All providers receiving federal funds are subject to Peer Review consistent with the requirements of the federal Substance Abuse Prevention and Treatment (SAPT) Block Grant. Federal Regulations 42 U.S.C. 300x-53(a); 45 C.F.R. 96.136; and 45 C.F.R. 96.122(f) (3) (v) specifically mandate that the State shall for the fiscal year for which the grant is provided, provide for independent peer review to assess the quality, appropriateness, and efficacy of treatment services provided in the State to individuals under the program involved, and ensure that at least 5 percent of the entities providing services in the State under such program are reviewed. The programs reviewed shall be representative of the total population of such entities.

As part of the independent peer review, the reviewers shall review a representative sample of patient/client records to determine quality and appropriateness of treatment services, while adhering to all Federal and State confidentiality requirements, including 42 CFR Part 2.

The reviewers shall examine the following:

- (1) admission criteria/intake process;
- (2) assessments;
- (3) treatment planning, including appropriate referral, e.g., prenatal care and tuberculosis and HIV services;
- (4) documentation of implementation of treatment services;
- (5) discharge and continuing care planning; and
- (6) indications of treatment outcomes.

Attachment B

Federal Specific and General Federal Conditions of Award

Page 7

36. The State shall ensure that the independent peer review will not involve practitioners/providers reviewing their own programs, or programs in which they have administrative oversight, and that there be a separation of peer review personnel from funding decision makers. In addition, the State shall ensure that independent peer review is not conducted as part of the licensing/certification process.

The States shall develop procedures for the implementation of this section and such procedures shall be developed in consultation with the State Medical Director for Substance Abuse Services.

As a specific condition regarding continuous receipt of SAPT funds, the above mandate must be adhered to.

96.137 Payment Schedule

37. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:
- (a.) Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program
 - (b.) Secure from patients or clients payments for services in accordance with their ability to pay.

Attachment B
Federal Specific and General Federal Conditions of Award
Page 8

Strongly Encouraged Services for All Programs that Provide (Substance Abuse) Services to Women

The program provides pregnant women, women with dependent children, and their children, either directly or through linkages with community-based organizations, a comprehensive range of services to include:

- 1) case management to assist in establishing eligibility for public assistance programs provided by Federal, State, or local governments;
- 2) employment and training programs;
- 3) education and special education programs;
- 4) drug-free housing for women and their children;
- 5) prenatal care and other health care services;
- 6) therapeutic day care for children;
- 7) Head Start;
- 8) other early childhood programs; and
- 9) trauma-informed services.

Grantee agrees to comply with general conditions of federal fund awards, herein attached entitled "SAPT Block Grant - General Conditions of Federal Award Supplement."

(Cite: OMB Document No. 0930-0080)

- a. Certification Regarding Debarment and Suspension
- b. Certification Regarding Drug-Free Workplace Requirements
- c. Certification Regarding Lobbying and Disclosure of Activities
- d. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)
- e. Certification Regarding Environmental Tobacco Smoke
- f. Certification Regarding Non-Discrimination
- g. Certification Regarding OMB Circular A-133, Audits.

1. Grantee agrees to convey federal conditions of award, specific and general, to all sub-grantee/sub-contractor recipients of SAPT Block Grant funds, to identify areas of non-compliance and to monitor corrective action plan progress.

Failure to comply with federal conditions of award may result in the following including, but not limited to; future audit exceptions, disallowance of funds, award reductions, and/or delay in payment of award funds, until such time that areas of non-compliance are corrected.

Supplement A: SAPT Block Grant - General Conditions of Federal Award Supplement
Appendix A: Code of Federal Regulations (CFR) Web Site Reference Link.

SUPPLEMENT A.

SAPT Block Grant - General Conditions of Federal Award Supplement

a. Certification Regarding Debarment and Suspension

The authorized official signing the Federal Conditions of Award certifies to the best of his or her knowledge and belief that in accordance with 45 CFR 76, the grantee and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (2) have not within a 3-year period preceding this award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of the offenses enumerated in paragraph (2) of this certification; and
- (4) have not within a 3-year period preceding this award had one or more public transactions (Federal, State or local) terminated for cause or default.

Should the grantee not be able to provide this certification, an explanation as to why should be provided to the Maryland Alcohol and Drug Abuse Administration (BHA). Grantee agrees to obtain from participants in lower tier covered transaction (sub-grantees/sub-contractors) a certification regarding debarment and suspension from Federal programs.

b. Certification Regarding Drug-Free Workplace Requirements

The authorized official signing the Federal Conditions of Award certifies that the grantee organization will provide a drug-free workplace in accordance with 45 CFR Part 76:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;

Attachment B

**SUPPLEMENT A. - SAPT Block Grant - General Conditions of Federal Award
Supplement**

Page 2

- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) above, that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (4) (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working. Notice shall include the identification number of affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

c. Certification Regarding Lobbying and Disclosure of Activities

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transaction," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

Attachment B

**SUPPLEMENT A. SAPT Block Grant - General Conditions of Federal Award
Supplement**

Page 3

The authorized official signing the Federal Conditions of Award certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the grantee's authorized official signing the Unified Grant Award, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the authorized official signing the Federal Conditions of Award shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions. *(If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," and its instructions is provided as part of this supplement and is also available in PDF format at website link -- <http://www.whitehouse.gov/omb/grants/sflllin.pdf>*
- (3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. "Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

d. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

The authorized official signing the Federal Conditions of Award certifies that the statements herein are true, complete and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him to her to criminal, civil or administrative penalties. The grantee's authorized official signing the Unified Grant Award agrees that the grantee organization will comply with the Public Health Services terms and conditions of award.

Attachment B

**SUPPLEMENT A. SAPT Block Grant - General Conditions of Federal Award
Supplement**

Page 4

e. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs, either directly or through State and local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The authorized official signing the Federal Conditions of Award certifies that the grantee organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The grantee organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services (PHS) strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

f. Certification Regarding Nondiscrimination

The authorized official signing the Federal Conditions of Award certifies that the grantee organization will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the

Attachment B**SUPPLEMENT A. SAPT Block Grant - General Conditions of Federal Award****Supplement****Page 5**

Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to the nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the award.

g. Certification Regarding OMB Circular A-133

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$500,000 or more in federal assistance have an independent "single audit" prepared annually or biannually (or in some specified cases, a program-specific audit). The audit must be performed in accordance with Single Audit Act Amendments of 1996, and the Office of Management and Budget (OMB) Circular A-133.

The authorized official signing the Federal Conditions of Award certifies that grantee and sub-grantee audit reports, performed in compliance with the aforementioned circular, shall be forwarded to the Maryland Department of Health and Mental Hygiene (DHMH), Audit Division, 500 North Calvert Street, Fifth Floor, Baltimore, Maryland 21202 within thirty (30) days of issuance of said report.

The grantee organization agrees that it will require that the language of this certification be included in any sub-awards which contain federal funds and that all sub-recipients shall certify accordingly.

APPENDIX A.

**Behavioral Health Administration Substance Abuse
Prevention and Treatment (SAPT) Block Grant
CFDA # 93.959
Federal Conditions of Award**

Code of Federal Regulations
45 CFR
Public Welfare

**SUBTITLE A
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

SUBCHAPTER A – GENERAL ADMINISTRATION

PART 96 – BLOCK GRANTS

- **Subpart A – Introduction**
- **Subpart B – General Procedures**
- **Subpart C – Financial Management**
- **Subpart D – Direct Funding of Indian Tribes and Tribal Organizations**
- **Subpart E – Enforcement**
- **Subpart F – Hearing Procedure**
- **Subpart L – Substance Abuse Prevention and Treatment Block Grants**

96.120 Scope. Subpart L applies to the Substance Abuse Prevention and Treatment Block Grant administered by the Substance Abuse and Mental Health Services Administration, 45 CFR Part 96, subparts A through F, are applicable to this subpart to the extent that those subparts are consistent with subpart L. To the extent that subparts A through F are inconsistent with subpart L, the provisions of subpart L are applicable.

The Code of Federal Regulations (CFR) is available in Text and PDF format at the following Link!

Web Site Link: <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>
or Search "Code of Federal Regulations.

- Click on "Browse Your Choice of CFR Titles"
- Scroll to "Title 45, Public Welfare"
- Click "Continue"
- Click on "Oct 1, 2002, Parts 1-199"
- Click on "Part 96"

ATTACHMENT 1

MEMORANDUM

DATE:

TO: Behavioral Health Administration

FROM: *Name of Health Officer/Designee*
Name of Local Health Department/Governmental Entity

SUBJECT: Attestation of Comprehensive Review of Sub-provider Budgets
for Substance Use Disorder Grants

This memorandum attests to our comprehensive review of all sub-provider budgets that provide services with funds provided to our agency by the Behavioral Health Administration.

Our review process provides assurance that a comprehensive review of the sub-provider budgets includes the following steps:

EXHIBIT IV

ATTACHMENT B

Behavioral Health Administration - Substance Related Disorders Conditions of Grant Award

Failure to comply with these Conditions of Award may result in the following, including but not limited to: loss of award, future audit exceptions, disallowance of expenditures, award reductions, and/or delay in payment of award funds, until such time that areas of non-compliance are corrected.

General Conditions

- A. The Department of Health and Mental Hygiene's federal grants have a finite availability period which must also be adhered to. Therefore, expenditures cannot exceed award amount and they must occur between the provided "Authorized Federal Award Start Date" and "Mandatory Federal Award End Date".
- B. Any amounts not spent per FMIS or any amount spent and not invoiced to the Department within 30 days following the Mandatory Federal Award End Date will be designated as unavailable to the LHD or other Grantee by the Department.

Federal Conditions

- A. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 or more in federal assistance have an independent "single audit" (or in some specified cases, a program-specific audit) prepared annually. The audit must be performed in accordance with Single Audit Act Amendments of 1996, and the Office of Management and Budget (OMB) Circular A-133.

The authorized official signing the Federal Conditions of Award certifies that grantee and sub-grantee audit reports, performed in compliance with the aforementioned circular, shall be forwarded to the Maryland Department of Health and Mental Hygiene (DHMH), Audit Division, 500 North Calvert Street, Fifth Floor, Baltimore, Maryland 21202 within thirty (30) days of issuance of said report.

The grantee organization agrees that it will require that the language of this certification be included in any sub-awards which contain federal funds and that all sub-recipients shall certify accordingly.

The undersigned certifies that the grantee organization will comply with the General and Federal Conditions of Award as detailed in this document.

Authorized Official Signature:

Date

Grantee Organization

EXHIBIT V

To: Jurisdiction Treatment Coordinators

From: Kathleen Rebbert-Franklin, LCSW-C
Deputy Director, ADAA
Susan Tucker
Executive Director, Office of Health Services, Medical Assistance

Re: Licensure Requirements for MA/PAC Billing

Date: December 2, 2009

As was recently communicated, CMS (Centers for Medicaid and Medicare Services) requires that a licensed professional recommend substance abuse treatment services for patients covered by Medicaid (MA) or Primary Adult Care (PAC) in order to receive reimbursement. This memo identifies who is authorized to recommend substance abuse services via sign off of the assessment and treatment plan and whether the sign off can take place without a face-to-face interview with the patient.

The Code of Federal Regulations, CFR 42 440.130, states that, "Rehabilitation services includes any medical or remedial services recommended by a physician or licensed practitioner of the healing arts, within the scope of practice under State law, for maximum reduction of physical or mental disability and restoration of a recipient to his best possible functional level."

Maryland Medicaid interprets this standard to mean that a licensed practitioner shall review and approve the assessment and the proposed treatment plan. This review should include an appraisal of all documents used during the assessment process that will assist with determining the accuracy and appropriateness of the diagnostic impression and the treatment plan. Approval would be evidenced by the licensed practitioner's signature on the assessment and treatment plan.

The following professions are allowed to review and approve assessments and treatment plans. These professions have the authority within their scope of practice to diagnose a patient's condition. Licensure	Title
LCADC	Licensed Certified Alcohol and Drug Counselor
LCPC	Licensed Certified Professional Counselor
LCMFT	Licensed Clinical Marriage and Family Therapist
LCSW-C	Licensed Certified Social Worker – Clinical
CRNP	Certified Registered Nurse Practitioner
APRN/PMH	Advanced Practice Nurse-Psychiatric Mental Health
Ph.D.	Licensed Psychologist
MD	Physician
DO	Doctor of Osteopathy

The Maryland Board of Professional Counselors confirmed that professionals with an LCADC, LCPC, or LCMFT have the authority to sign off on an assessment and treatment plan without a face-to-face interview of the patient. The Maryland Board of Social Workers also confirmed that professionals with an LCSW-C have the authority to sign off on an assessment and treatment plan without a face-to-face interview of the patient. For the remaining professions, please confirm with the appropriate Board whether a face-to-face interview for sign off is required.

If the licensed professional is defined as part of the treatment team in SMART, sign off on the assessment and treatment plan can occur electronically.

If you have any questions about the licensing requirement, please contact Kathleen Rebbert-Franklin at krebbert-franklin@dhhm.state.md.us or your professional board.

EXHIBIT VI



STATE OF MARYLAND

DHMH

Maryland Department of Health and Mental Hygiene

55 Wade Avenue • Catonsville, Maryland 21228

Martin O'Malley, Governor - Anthony G. Brown, Lt. Governor - Joshua M. Sharfstein, M.D., Secretary

Alcohol and Drug Abuse Administration

Kathleen Robert-Franklin, Acting Director

TO: Jurisdictional Treatment and Prevention Coordinators
IFB Program Directors
ATR Providers

FROM: Kathleen Robert-Franklin, Acting Director *KRF (w/)*

RE: Charitable Choice Regulations and Notice Regarding Program Beneficiaries' Right to
Alternative Services from Non-Religious Providers

DATE: May 23, 2012

The purpose of this Memorandum is to ensure that federally-funded substance abuse prevention and treatment programs comply with the Substance Abuse and Mental Health Services Administration's (SAMHSA's) Charitable Choice regulations and statutes (42 U.S.C. §300-65 and 42 C.F.R. Part 54 (42 C.F.R. §54.8(b) and §54.8(c)(4), Charitable Choice Provisions; Final Rule (68 FR 189, pp. 56430-56449, September 30, 2003).

These provisions contain important protections both for religious or "faith-based" organizations that receive SAMHSA funding for substance abuse services, and for the individuals who receive services from such programs. The following key points are excerpted from the Charitable Choice regulations, which may be found at <http://www.gpo.gov/fdsys/pkg/FR-2003-09-30/html/03-24289.htm>:

- "The organization's inherently religious activities (e.g. activities that involve "worship, proselytization, or [religious] instruction") must be kept separate - i.e., in time or location - in order to prevent the organization from using some or all of the SAMHSA funds provided to it to further its inherently religious activities". According to the Final Rule, "12-step programs, or specifically AA programs, are religious programs... which must be voluntary and must be offered separately in time or location from the program that receives direct SAMHSA funding".
- "Organizations are eligible to participate in SAMHSA programs without regard to their religious character or affiliation, and organizations may not be excluded from the competition for Federal funds because they are religious. Specifically, religious organizations are eligible to compete for funding on the same basis, and under the same eligibility requirements, as all other nonprofit organizations."
- "Any participation by a program beneficiary in inherently religious activities must be voluntary. An invitation to participate in an organization's religious activities is not in itself inappropriate... funded religious organizations must be careful to reassure program beneficiaries that they will receive services or benefits even if they do not participate in these activities, and that their decision will have no bearing on the services they receive. In short, any participation by recipients of services in such religious activities must be voluntary and understood to be voluntary."

410-462-8600 • Fax 410-462-5601

Toll Free 1-877-4MD-DHMH • TTY for Disabled - Maryland Relay Service 1-800-735-2258

DHMH website: www.dhmh.state.md.us ADA website: www.dhmh.maryland.gov/ada

ADAA Policies re: Charitable Choice Regulations Program Beneficiaries'
Right to Alternative Services from Non-Religious Providers
May 23, 2012

Page 2

- "Organizations are prohibited from discriminating against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice"... Clients may not be coerced, explicitly or tacitly, to participate in religious activities, or feel pressured to participate in such activities. Individuals in need are not always in a condition to make a thoughtful and well-considered decision whether or not to participate in worship or similar activities offered by a religious social service provider, particularly when the individual is in great need of the services."
- "The religious freedom of beneficiaries may not be diminished" and "beneficiaries who object to the religious character of a service provider have a right to an alternative provider."

The above excerpts are not intended to represent every aspect of the Charitable Choice regulations and statutes, and readers are encouraged to review the Final Rule in its entirety.

ADAA POLICY: Effective immediately, the following policies apply to any recipient or sub-recipient agency that receives funding from the Substance Abuse Prevention and Treatment (SAPT) Block Grant, the Strategic Prevention Framework (MSPF), Access to Recovery (ATR) or other federal funding.

1. **Separation:** No inherently religious activities or services (including AA or other spiritually-based 12-Step programs) may be provided unless they are kept separate--in time or location--in order to prevent the organization from using any SAMHSA funds to further its inherently religious activities.
2. **Provide Notice:** Programs/providers that provide any inherently religious activities or services must provide notice to all actual or potential program beneficiaries of their right to alternative services. The attached **NOTICE OF CLIENT RIGHTS TO ALTERNATIVE PROVIDERS** flier must be displayed in a prominent location that is readily observable by all actual or potential program beneficiaries (services recipients).
3. **Inform, Refer and Ensure:** If an actual or potential program beneficiary (services recipient) objects to the religious nature of any services, the religious-based program/provider must:
 - a. **Inform** the individual of the right to alternative, non-religious services (using language from the **NOTICE OF CLIENT RIGHTS TO ALTERNATIVE PROVIDERS** flier attached). The referral need not be to a secular organization; it must simply be to a provider to which the individual has no objection.
 - b. **Refer** the individual, within a reasonable period of time, to an alternative provider for services. Such services shall have a value that is not less than the value of the services the individual would have received from the program to which the individual had such objection;
 - c. **Ensure** that the individual makes contact with the alternative provider to which he/she is referred;
 - d. **Notify** the "responsible unit of government" of such referral;
 - i. Sub-contracted programs must notify the jurisdiction's Prevention or Treatment Coordinator;
 - ii. Jurisdictions that directly administer services and programs that are directly funded by the ADAA (i.e. ICB programs, deaf and hard of hearing services) must notify the appropriate ADAA staff.

Questions regarding this policy may be directed to Ms. Susan Jenkins, Acting ADAA Deputy Director, and Director of the ROSC Division at 410-402-8580, or by email at sjenkins@dhs.state.md.us.

NOTICE TO INDIVIDUALS RECEIVING SUBSTANCE ABUSE SERVICES

No provider of substance abuse services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this organization, may discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If you object to the religious character of this organization, Federal law gives you the right to a referral to another provider of substance abuse services.

The referral, and your receipt of alternative services, must occur within a reasonable period of time after you request them.

The alternative provider must be accessible to you and have the capacity to provide substance abuse services.

The services provided to you by the alternative provider must be of a value not less than the value of the services you would have received from this organization.

